

# Financial Advice Provider Disclosure

Marsh Limited (“we, our, us”) (FSP22364), trading as Marsh, Mercer Marsh Benefits and Marsh Specialty, holds a licence issued by the Financial Markets Authority to provide a financial advice service.

It is a condition of our licence that Marsh can only provide financial advice on non-life general insurance products and life and health insurance products. We engage financial advisers who can provide financial advice to our customers (you, your) on our behalf. They advise on these products which are offered by a number of insurance companies both in New Zealand and overseas.

You will be advised of the scope of advice service you are receiving from Marsh financial advisers, including the scope of products that can be advised on, and the insurance providers that will be approached, when you engage with a Marsh adviser.

## Our duties

Marsh and our financial advisers are bound by the following duties to:

- meet the standards of competence, knowledge and skill set out in the code of professional conduct for financial advice services (“Code of Conduct”);
- give priority to our customers' interests by taking all reasonable steps to ensure that the advice given to you is not materially influenced by our own interests or the interests of any other person connected with the giving of the advice;
- exercise the care, diligence and skill that a prudent person engaged in the occupation of giving regulated financial advice would exercise in the same circumstances; and
- comply with the standards of ethical behaviour, conduct and client care set out in the Code of Conduct.

This is only a summary of the duties that we have. More information is available by contacting us, or by visiting the Financial Markets Authority website at <https://www.fma.govt.nz>.

## Contact details

Call us on 0800 627 744 between the hours of 8.30am-5pm weekdays.

Mail us at PO Box 2221, Shortland Street, Auckland 1140

## Fees, expenses or other amounts payable

**Service fee:** We may charge a fee for our services in lieu of, or in addition to, commissions paid to us by insurers (Broking Commission).

**Administration fee:** In addition to Broking Commission or a Service Fee, we may charge an Administration Fee to cover our disbursements and expenses incurred in the administration and servicing of clients. This includes recovery of telephone, mobile phone, and general office administration overheads which can ordinarily be regarded as disbursements incurred in the day to day running of a client file.

**Your insurance:** You will need to pay certain amounts associated with your insurance, such as premiums and claims excess. You may also be required to pay certain taxes and, depending on the type of insurance, statutory charges (most notably to the [Earthquake Commission \(EQC Levy\)](#) and [Fire & Emergency New Zealand \(FENZ Levy\)](#)).

**Premium funding:** If we assist you with obtaining Premium Funding, we will receive a commission and/or fee from the premium finance company.

**Credit card payments:** If you pay us by credit card, we will include an additional surcharge in addition to the amount that you are paying us. The full amount of this surcharge is paid to the credit card issuer.

All fees and expenses will be disclosed to you at the time financial advice is provided and/or during the processing of any claims. The above fees charged by Marsh are usually nonrefundable after the service is given.

## Conflicts of interest and commissions or other incentives

**Broking Commission (commonly known as “brokerage”):** Broking Commission may be paid to us by insurer(s) for arranging your insurance. Broking Commission is included in the amount of the premium charged by insurer(s) and is based on a percentage of the premium, less taxes and statutory charges. When you pay us the premium, we retain our Broking Commission and pay the balance to the insurer. The amount of Broking Commission may vary depending on a number of factors, including the type of insurance product and the insurer selected by the client. The amounts of Broking Commission payable can vary and will be disclosed to you during our advice process.

The Broking Commission is payable when the contract of insurance is arranged, it reflects the remuneration for arranging the contract of insurance. The Broking Commission itself is not refundable in the event that you make changes to your policy mid-term, or if you or the insurer cancel the policy mid-term. In the event of mid-term changes which generate a credit of premium, you may receive a refund of an amount in accordance with the terms of your policy with the insurer.

**Benefits or compensation:** We may, from time to time, participate in insurer funded promotional events or training and development. Sometimes we are reimbursed by insurers for our costs related to promotional marketing. Marsh financial advisers may also receive non-monetary benefits from insurers which may include entertainment and attendance at insurer sponsored functions. These benefits are not generally attributed to any particular type of insurance or insurance policy. We may be remunerated by insurers for undertaking administrative services on their behalf.

**Placement platforms:** We may arrange insurance using electronic placement systems that enable the exchange of information including the issuing of policy documentation. We are remunerated by insurers who use these placement platforms.

**Delegated underwriting:** We may be delegated underwriting and claims handling authority by insurer(s) for which we may be remunerated by the insurer. This remuneration may be a commission that is calculated as a percentage of premium (and paid separately to Broking Commission) or a fee.

**Individual Financial Adviser incentives – Employees:** In addition to their salary, some of our financial advisers receive remuneration directly related to their involvement in increasing our business revenue.

**Individual Financial Adviser incentive – Independent contractors:** Some of our financial advisers are independent contractors and they are exclusively remunerated by us paying them a percentage of the Broking Commission and/or Services Fee we receive.

**Other factors:** Our remuneration may be influenced by factors such as the volume of business placed with an insurer or insurer profit from the business.

To ensure that Marsh financial advisers prioritise your interests above their own, Marsh financial advisers follow an advice process that ensures their recommendations are made on the basis of your goals and circumstances. All our financial advisers undergo ongoing training about how to manage conflicts of interest and we have compliance policies to ensure that the conflicts identified do not create a conflict with your interests. Marsh undertakes a compliance audit, and a review of our compliance programme by a reputable compliance adviser, on a regular basis.

## Complaints and disputes resolution process

If you are unhappy with any of our services please contact us so that we can try to put things right.

You may contact Marsh in one of the following ways:

- Contact your financial adviser directly
- Call us on 0800 627 744 between the hours of 8.30am-5pm weekdays
- Mail us at PO Box 2221 Shortland Street, Auckland 1140
- Complete our online '[Contact us](#)' form and state you wish to make a complaint.

### How we will review your complaint

In many cases we will be able to resolve your complaint immediately. If we need more time to conduct a review we will acknowledge your complaint within 2 working days. We will let you know our complaint handling process, details of who will be handling your complaint and a timeframe for our further response.

We will endeavour to investigate and resolve your complaint within 20 working days. In doing this we will be fair and strive to understand both sides of the story. We will keep a record of all discussions and correspondence, keep you informed of progress, and provide you with an explanation of our decisions.

Your complaint will be escalated to an appropriate level of authority for a resolution and we will ensure resolutions are consistent with our company policies.

### If we can't resolve your complaint

We expect that our response to you will have addressed the concerns you have raised. If you feel that your concerns have not been appropriately considered, we invite you to submit any further information for consideration.

For our clients who are individuals or small to medium enterprises who are not satisfied with our response or if we have not resolved your issue within 40 working days, you can refer the complaint to

our external disputes resolution scheme Financial Services Complaints Ltd (FSCL) (subject to their Terms of Reference).

FSCL offers a free, independent and impartial dispute resolution service for our industry. You can contact them by phone on 0800 347 257, email [info@fscl.org.nz](mailto:info@fscl.org.nz) or write to PO Box 5967, Wellington 6140.