



**TERMS OF BUSINESS  
AND  
IMPORTANT DISCLOSURE  
INFORMATION**

**Hurford Parker Insurance Brokers Limited  
Hurford Parker Financial Services Limited**

## INTRODUCTION

We are a leading New Zealand owned insurance, and risk management brokerage offering transactional and/or advisory services for your insurance requirements. We are committed to acting in your best interests at all times in providing services to you.

By entering into a contract of insurance with us you confirm acceptance of the terms set out in this Terms of Business and Important Disclosure information

We are members of the NZbrokers Group, which is a collaborative group of New Zealand owned and operated professional insurance brokers.

This document sets out the terms under which we provide services to you, as well as the co-operation and responsibilities required from you. These terms apply until they are varied by mutual agreement, or until our appointment is cancelled by you. We may vary the services we offer you from time to time by written notice to you.

In this document “We”, “Us” and “Our” means Hurford Parker Insurance Brokers Limited and/or Hurford Parker Financial Services Limited.

The Hurford Parker companies are intermediaries registered on the Financial Services Providers Register as a Financial Advice Provider (FAP) to provide generic, retail and wholesale financial services advice in New Zealand by the Financial Markets Authority. Hurford Parker Insurance Brokers Limited operates under FSP37162. Hurford Parker Financial Services Limited operates under FSP698651.

A list of the services we provide to you in addition to other pertinent information are stated in Appendix A to G, attached to this document.

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## **1. INSURANCE BROKING**

- 1.1 We will negotiate with insurers on your behalf and will keep you informed of any significant developments.
- 1.2 We are independent of insurers, and are not bound to use any particular insurer. We will advise you of those with whom we propose placing your insurance and will also advise you of any change of insurers after the insurance has been placed. Unless you advise us to the contrary, each insurer with whom we place your insurance will be deemed acceptable to you.
- 1.3 The selection of insurers and insurance policies is done on the basis of obtaining the most appropriate policy coverage for you at a competitive market premium.
- 1.4 We may enter into an agreement with an insurer to arrange insurance and settle claims on its behalf. We will inform you when we act for an insurer and not for you.
- 1.5 You understand that we will use all reasonable precautions in choosing an insurance company(ies) and will advise you of their claims paying rating where required under the Insurance (Prudential Supervision) Act 2010. You understand that we cannot guarantee the financial status of any company and we do not accept any liability due to the failure of any insurance company. Financial strength ratings of the selected insurer will be provided. Hurford Parker only uses insurers that have attained an A- or higher rating. Financial strength ratings are contained in the appendices for reference.
- 1.6 We will hold review meetings with you as and when required with a minimum annual review period. At those meetings we will report on matters relating to the insurance programme and will gather information regarding any changes in your business that could affect your insurance. Meetings may be conducted remotely via phone or email correspondence.
- 1.7 Further details of the Insurance Broking and Financial Services service is provided in Appendix A.

## **2. INSURANCE CLAIMS SERVICE**

2.1 We are committed to achieving the best outcome for you from every claim on policies arranged or reviewed by us during our appointment.

2.2 We will:

- Assist you with the preparation of claims
- Act as your advocate in negotiations with insurers or their legal advisors
- Regularly review and pro-actively manage your claims
- Provide you with records and analysis of claims as required.

Further details of the claims process are contained in Appendix E

### **3. YOUR CO-OPERATION AND DISCLOSURE OF INFORMATION**

- 3.1 To perform our service efficiently, we will need your co-operation, particularly the timely provision of accurate information. You authorise Hurford Parker to act on your behalf in conducting negotiations with insurers and lenders.
- 3.2 We will rely on you to advise us of any change in your personal or business circumstances that might affect your insurance or lending programme. This may include acquisitions, disposals, mergers, sale of principal assets, or material changes to business operations; or changes to personal and financial situation
- 3.3 For all personal risk and business insurance applications, you will be required to complete an application/proposal form and provide detailed information on your current health and medical history. It is essential that this information provided by you is accurate and complete. While we will assist you with the completion of proposals and other forms of application for insurance, we cannot accept responsibility for the accuracy of their contents, nor can we sign the insurance proposals on your behalf.
- 3.4 After receiving your insurance documents from us, you should read and check them, then advise us promptly of any discrepancies or anything that does not meet your expectations.
- 3.5 While we may prepare underwriting information on your behalf, the legal obligation to disclose all material facts rests with you. You must tell Hurford Parker Insurance Brokers Limited, before each policy starts and renews, about anything a prudent insurer would want to consider when deciding whether to insure you, and if so, on what terms. Please provide this information to us. If you do not provide us with full information, we cannot properly advise you and you could breach your duty of disclosure.
- 3.6 Should a circumstance or event occur which could result in making an insurance claim, you should advise us of the details immediately. Failure to advise such actual or potential claims may prejudice your rights under an insurance policy.
- 3.7 Financial advisor disclosure statements will be provided when the scope of advice to be given becomes known, and when the advice is given, and it is publicly available on our website and if a complaint is received.

## 4. REMUNERATION

### General Insurance:

To provide our services to you, we utilise our knowledge and expertise to understand your business or personal circumstances, assess the risks, and negotiate and place insurance on your behalf. As a result, we may receive commissions from insurance companies whose products we recommend. Payments from commissions are our main source of income.

- 4.1 We receive commission (brokerage) when you, the client, accepts our financial advice and purchases an insurance policy. The commission is paid to us by the insurer (product provider) based on each insurance policy that you purchase. This includes renewal and policy alterations. The commission only applies to the company premium and natural disaster premium portion of the total premium and excludes fire emergency levies, Earthquake levies and other government charges. This will range between 0% to 25%.

For specialist insurance including insolvency insurance and travel insurance, insurers pay us between 0% to 35% commission.

Please refer to Appendix B for a full breakdown of commission rates per insurer.

- 4.2 Where we are not paid brokerage by the insurer, we may alternatively include a similar amount within the policy charge shown on the invoice.
- 4.3 To enable us to provide you with a high level of service we will also charge you a Broker Service Charge. This charge is for our expenses associated with our service, placement, implementation, issuing certificates, invoices and providing administration of the insurance policies. The Broker Service Charge is included within the policy charge shown on your invoice.

### Personal Lines:

A maximum Broker Services charge of \$65.00 + GST per policy invoice will apply to personal lines, such as house, contents, private motor vehicle, pleasure craft, travel, contract works and marine transit policies.

### Rural Lines:

A maximum of 5% of the insurer company premium and/or natural disaster premium can be charged for the work that is undertaken on your behalf. For new insurance policies or renewal of existing insurance policies, the dollar amount is shown in your correspondence under "Terms of Business and Important information". If we are to charge more than the maximum 5% this will be advised to you. A minimum Broker Service charge of \$75.00 + GST per policy invoice will apply to all rural insurance policies.

### Commercial Lines:

We have categorised this into two premium bands: \$10,000 and under and \$10,001 and over.

#### \$10,000 and Under:

A maximum of 7.5% of the insurer company premium and/or natural disaster premium can be charged for the work that is undertaken on your behalf. For new insurance policies or renewal of existing insurance policies, the dollar amount is shown in your correspondence under "Terms of Business and Important information". If we are to charge more than the maximum 7.5% this will be advised to you. A minimum Broker Service charge of \$95.00 + GST per policy invoice will apply to all commercial insurance policies.

\$10,001 and Over:

A maximum of 5% of the insurer company premium and/or natural disaster premium can be charged for the work that is undertaken on your behalf. For new insurance policies or renewal of existing insurance policies, the dollar amount is shown in your correspondence under "Terms of Business and Important information". If we are to charge more than the maximum 5% this will be advised to you. A minimum Broker Service charge of \$95.00 + GST per policy invoice will apply to all commercial insurance policies.

For endorsements throughout the renewal period a \$30.00 + GST minimum Broker Service charge will apply per policy invoice. Sometimes we will charge up to the maximum percentage of company premium and/or natural disaster premiums as declared above for the endorsement due to the complexities or time spent working through the endorsement.

- 4.4 If we arrange a loan to pay the premium we may earn remuneration or dividends for doing so.
- 4.5 Our remuneration may include investment income earned from premium payments before they are forwarded to the insurer. This is permitted by the Insurance Intermediaries Act 1994.
- 4.6 In addition to the fees and brokerage that we receive, we may negotiate additional fees for our services in relation to a claim which is complex or contentious and where our time exceeds 10 hours.
- 4.7 We are responsible for collecting associated Government Levies at the same time as insurance premiums. This can include Earthquake Commission (EQC) and Fire Emergency Levy (FEL), in addition to Goods and Service Tax (GST). We do not receive any remuneration for collecting these levies.

**Financial Services:**

- 4.8 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 documents is given as a service.
- 4.9 There is no cost to you in respect of our services. We are paid by the insurance company in the form of commission. This is between 120% and 220% of the annual premium (minus fees & levies) for life and protection products and between 30% & 50% for health products. We will also receive ongoing commission of 10% & 30% for the life of the product(s) placed and 5% & 15% for health products.

Please refer to Appendix B for a full breakdown of commission rates per insurer.



- 4.10 Hurford Parker Insurance brokers may charge a fee for the financial advice provided should you cancel your life or health within 2 years of the policy being put in place. What the fee will be will be discussed when the advice is provided to the client. This fee will be payable by the client by the 20th of the month after cancellation.

## **5. PAYMENT OF PREMIUMS AND CANCELLATIONS**

### **General Insurance:**

- 5.1 The premium and any fee should be paid to us in full. We do not provide any credit and the full amount is due to us immediately upon receipt of our invoice. We are required to pay your insurer within a specific time frame. If we are unable to do so because we have not received the premium from you, we are required by the Insurance Intermediaries Act 1994 to advise the insurer of this in writing within seven (7) days. The insurer may then issue a notice of cancellation of the policy in accordance with the policy terms because of the non-payment. Although the time frame varies from policy to policy, the insurer usually allows Thirty (30) days for the premium to be paid before the policy comes to an end.
- 5.2 You have the option to pay your premiums spread over Ten (10) monthly payments for Commercial Insurances or over Twelve (12) monthly payments for Domestic Insurances by entering into a loan agreement contract with Advantage Premium Funding Limited or another Premium Funding company as arranged by us. Full details of the loan contract and terms and conditions will be provided to you prior to the loan being established. Failure to meet loan repayments may result in your contract of insurance being cancelled.
- 5.3 If an insurance policy is cancelled before expiry by you, we will pay to you any premium refunded by the insurer, less any outstanding remuneration and/or fee you owe us. We may retain any remuneration already received on downward premium adjustments or for a policy cancellation.
- 5.4 Hurford Parker Insurance Brokers Limited accepts no liability for losses arising as a result or consequence of the cancellation of insurance due to non-payment of premium.

### **Financial Services (Personal and Business Risk):**

- 5.5 All premium payments for Financial Services (Personal and Business Risk insurance) are paid directly to your insurer via the payment method selected at policy application.
- 5.6 We do not handle any payments in respect of Financial Services policies, but can assist you in facilitating changes to your payment methods with your insurer.
- 5.7 If you fail to pay your premium you will be notified directly by your insurer and we may also contact you to discuss. Non-payment of premiums will result in the insurer terminating your contract of insurance.
- 5.8 Hurford Parker Financial Services Limited accepts no liability for losses arising as a result or consequence of the cancellation of insurance due to non-payment of premium.
- 5.9 If you wish to cancel your insurance this must be confirmed in writing to your insurer. We can assist you in facilitating the cancellation process.
- 5.10 All cancellation authorities must be signed by all policy owners otherwise the policy will remain in force.

5.11 We cannot terminate your insurance on your behalf.

## 6. INTERNAL COMPLAINTS

### **POLICY:**

We are committed to providing a Quality Service to all our Clients to achieve good customer outcomes, which include client satisfaction. Feedback from clients, including complaints is considered an important part of client satisfaction.

A complaint relating to a financial advice service is an expression of dissatisfaction made to the Financial Advice Provider or person engaged by *Us*, about a product, services or failure to provide a service or advice. Dissatisfaction becomes a complaint when our Client requires an action to be taken.

We are committed to resolving complaints received, and recognises the right of complainants to be dealt with fairly, timely and with a transparent manner.

The Internal Complaints process includes information about complaints handling process and how to access the external dispute resolution scheme. The Internal Complaints process is made available to the public and our clients on our website.

### **When a complaint is received:**

When a complaint is received the Financial Advice Provider or person engaged by *Us*, we will approach all complaints with an open mind, listen and treat each complainant as an individual and with courtesy and respect.

Informal conciliation should be considered to resolve the matter. Responding appropriately to an informal expression of dissatisfaction can prevent the matter becoming a formal complaint.

If the complaint is unresolved after two business days or our Client is unsatisfied with the action taken or considers the complaint unresolved, the complaint becomes a formal complaint and the Internal Complaints disclosure is required.

Internal Complaints disclosure information relates to the *Our* internal and external complaints handling process, including details of the relevant approved external dispute resolution scheme.

Personal information is handled in a manner consistent with the New Zealand Privacy Act and *Our* Privacy Policy. This means maintaining confidentiality of personal information of the complainant. Generally, the complaint and any information related to it is kept confidential except with the consent of the complainant.

### **PROCEDURE:**

Once the complaint is considered formal:

- 6.1 Promptly acknowledge the complaint at the earliest possible opportunity preferably within 5 working days, refer to Appendix F.
- 6.2 Refer our Client to *Our* Internal Complaints process information, this can be done by directing our Client to *Our* website.

- 6.3 Clarify our understanding of the complaint and our Client's expectations. Explain the next steps of the process with a realistic timetable. If known give a full explanation of what is being done to address the complaint.
- 6.4 Records to be maintained of all complaints, including dates for when the complaint was received and any action that was taken in relation to that complaint and the Record Keeping Policy is to be adhered to. The Complaint is also to be recorded in the Complaints Register refer to Appendix F.
- 6.5 Forward the information to our Complaints Manager for investigation.

**INVESTIGATION:**

When investigating a complaint, the Complaints Manager must make every reasonable effort to investigate all relevant circumstances and information surrounding the complaint.

The Complaints Manager may obtain assistance from any staff in order to resolve a complaint and this shall be promptly given.

When a final response to a complaint is provided, the Complaints Manager must advise the complainant of the decision, remedies and resolution as soon as practicable after deciding the outcome, refer to Appendix F.

The final response must be sent to the complainant within 20 days from the date the complaint was received. It should be sent no later than 5 business days after the outcome is approved by the Complaints Manager.

If the complaint relates to a matter that may involve negligence, *We* are to notify our Professional Indemnity Insurer about the complaint to discuss the matter.

If our Client is unsatisfied with the response from *Us*, the matter can be referred to Financial Services Complaints Limited (FSCL). Any investigation by FSCL a Financial Advice Provider or person engaged by *Us*, has a duty to cooperate and communicate during the investigation as requested by FSCL.

**REVIEW:**

Review of Complaints and evaluation of data gathered in the complaints process will help *Us* determine the causes of complaints and whether remedial action is required.

The Complaints Manager must give a written summary of the Complaint to the Head of Compliance, to be reviewed by the *Our* Board of Directors.

This summary should highlight any areas of concern or repetitive nature. The summary serves as a monitoring tool for conduct and effectiveness of *Our* complaints-handling procedures and identify trends which can indicate that improvements are required.

## 7. PRIVACY

### INTRODUCTION:

The Privacy Act 2020 sets out a series of principles which relate to and promote:

- the collection, use, and disclosure of information about individuals; and
- providing individuals with access to information about them held by an organisation.

The Act gives the Privacy Commissioner a power to issue codes of practice which may modify the effect or operation of the Act in respect of particular sectors, industries, occupations, or activities.

Under the Act, individuals have a right to request access to personal information about them held by an organisation, and to seek corrections to that information if the individual considers it to be incorrect.

This Policy has incorporated amendments to the act which come into force on 1st December 2020.

### POLICY:

- We undertake to recognise and observe the information principles set out in the Privacy Act.
- Complying with the principals gives employees and others confidence that their personal information is properly safeguarded.
- Before We disclose any personal information overseas, the overseas entity will need to provide evidence of similar levels of privacy protection that have the same legal protection as it would in New Zealand.
- In the course of its business activities, We collect, store, use, and disclose personal information about employees and others. It may do this in order to comply with legislative requirements and the needs of government and official agencies; or to manage its business and operations, or for internal administration and internal reporting purposes.
- We will endeavour at all times to collect, store, use, and disclose personal information in accordance with the principles set out in the Privacy Act and only to the extent necessary for the efficient and effective conduct of its business.
- We will constantly review personal information and change information collection, storage, usage, and disclosure processes and methods whenever appropriate.
- If the We believe “serious harm” has been caused to affected individuals, it is mandatory to report the breach as defined by the reporting regime.

### DEFINITIONS:

For the purposes of the Privacy Act and this policy:

- We (*Hurford Parker Insurance Brokers Limited and Hurford Parker Financial Services Limited*) are an agency.

- Personal information is information about an identifiable natural person, whether that individual is an employee, independent contractor, other worker, agent, consultant, or a person who is otherwise associated with *Us*.
- Personal information may be in any form. It may be a document (see below), but not necessarily. It includes any information that *We* have about an identifiable individual, even when that information is held only in the mind of a person who represents the organisation.
- A document may take any form, including written or printed material; information that is recorded or stored electronically; books, maps, plans, graphs, or drawings; and photographs, films, negatives, tapes, or other devices used to store and reproduce images.
- Evaluative or opinion material is material in any form that has been compiled solely for the purpose of determining the suitability, eligibility, or qualifications of the individual to whom the material relates for employment or appointment, for promotion or continuance in employment or office, for removal from employment or office, or for the awarding, continuing, modifying or cancelling of contracts, awards, scholarships, honours, or other benefits.
- Employees and Others Employees are any persons employed by *Us*. Others are clients, customers and any other workers of *Us*.
- Any personal information held by an officer or manager or employee of *Us*, and held in that capacity, is deemed to be information held by the organisation itself.

## **IMPLEMENTATION AND PROCEDURES:**

### **Authority to deal with personal information:**

In return for the assurance that *We* will observe the information privacy principles set out in the Privacy Act, employees and other persons are presumed to authorise at the time of their engagement the collection, storage, use, and disclosure of personal information.

A statement to this effect will be given to each intending employee or other persons for signature or approval before the engagement is confirmed.

*We* are required to provide specific personal information about employees and others to various government agencies (e.g. Inland Revenue, Ministry of Social Development, Accident Compensation Corporation) and to other organisations (e.g. KiwiSaver scheme managers). It is assumed that employees and others authorise the disclosure of this information.

### **Access to information:**

Employees and other persons may request access to any personal information about them which *We* might have.

Requests for access to personal information may be made directly to Jeff Parker or William Parker.

The person who receives a request for access to personal information must respond without undue delay. In most cases, the individual making the request will be able to inspect the information in the form in which it is held or stored and, where appropriate and if requested, be provided with a printed or electronic copy.

The person who receives a request for access to personal information may consider that the request raises issues that need further consideration. The request must then be referred to Jeff Parker or William Parker for a decision. That decision must be made and communicated to the individual concerned within 20 days of the date on which the request for access was received.

**Refusing access to personal information:**

In limited circumstances, a request for access to personal information from an employee may be declined. A decision to decline a request must be discussed with, and approved by, Jeff Parker or William Parker.

A request for access may be declined if the information concerned is evaluative or opinion material.

A request for access may be declined if disclosure of the information concerned would:

- lead to the unwarranted disclosure of the affairs of another person
- breach a promise to a person who supplied evaluative material that the information or the identity of the person who supplied it or both would be held in confidence
- be likely to prejudice the physical or mental health of the individual concerned
- be contrary to the interests of an individual under the age of 16
- breach legal professional privilege.

A request for access may be declined, with the approval of Jeff Parker or William Parker, if:

- the request is frivolous or vexatious
- the information requested is trivial
- the information requested is not readily retrievable
- the information requested does not exist or cannot be found, and there is no reason to believe that the information is held by another agency.

If a request for access to personal information is declined, the individual who made the request must be given, in writing, the reason or reasons for the refusal. An explanation of the reason or reasons should be given if requested. The person who made the request must be told that the refusal may be reviewed by the Privacy Commissioner or an Ombudsman.

**Correcting personal information:**

An individual or representative of a company who is a client, who believes that any personal information about them is not accurate may ask for the information to be corrected.

The request for a correction should be made in writing and specify the change or changes that the individual or representative wishes to have made. The request should be made directly to the person who holds the information – Jeff Parker or William Parker for employees and the broker for Clients.

If warranted, the requested correction will be made.



If correction is considered to be unnecessary or unwarranted, the individual must be advised accordingly. The individual or representative may then ask for the requested correction to be attached to the information concerned, so that it is visible whenever others have access to the information.

**Procedure for making complaints of interference with privacy:**

Employees and others may complain to *Us* that there has been interference with their privacy, and that this has caused them loss or damage, adversely affected their rights or interests, or resulted in significant humiliation, loss of dignity or injury to their feelings.

As an alternative, under the Privacy Act, complaints may be made to the Privacy Commissioner or an Ombudsman.

Employees and others who wish to complain that there has been interference with their privacy should first approach the person responsible for the alleged breach.

If that is not possible or appropriate, or the outcome of the approach does not satisfy the complainant, the complaint should be made again to Jeff Parker or William Parker for employees and the broker for Clients. The complaint may be made in person or in writing.

*We* aim to investigate and resolve any complaint speedily and informally if possible.

Employees and others who wish to make a formal complaint that there has been interference with their privacy should set out in writing the details and circumstances of the alleged interference and deliver it to Jeff Parker or William Parker for employees and the broker for Clients.

The appropriate person will investigate the complaint as quickly as possible. The complainant, who may have the support or assistance of a representative or other person(s) chosen by the employee, will have the opportunity to contribute to the investigation.

The investigation will aim to achieve speedy resolution or satisfaction of the complaint. If that is not possible, and the complaint is upheld by the investigation, the matter may become the subject for training, counselling or disciplinary action.

The complaint and the outcome of the investigation are to be recorded and included on the employee's personal file or in the Clients file.

## 8. GENERAL

8.1 Prior to the renewal of your insurance policies or loans / finance agreements, we will discuss with you any changes in our service as may be appropriate for the ensuing year.

### 8.2 Renewal and Cancellation

(1) We (or anyone we authorise to act on our behalf) will be entitled to do the following your behalf:-

(a) arrange future insurance by way of replacement of any pre-existing insurance on its expiry or otherwise; and

(b) if you have previously had your insurance premiums financed by Advantage Premium Funding Limited, enter into new insurance premium funding arrangements with Advantage Premium Funding Limited at the rates and terms of Advantage Premium Funding Limited applying at the time the new insurance premium funding arrangement is entered into;

Unless you elect to opt-out of this clause in accordance with clause [8.2(4)] below.

(2) Any new insurance or premium funding arrangement entered into by us (or anyone we authorise to act on our behalf) will be entered by us for and on your behalf, in your name and as your duly appointed attorney. You acknowledge that the insurer and/or Advantage Premium Funding Limited are entitled to accept and act on any insurance or insurance premium funding arrangement as if these were entered into by you personally (and you agree to be bound by any insurance or insurance premium funding agreement). The effective date of any new insurance or premium funding agreement entered into on your behalf will be five (5) working days from when the signed copy is provided to you.

(3) Any right of cancellation of any insurance or insurance premium funding arrangement that you may have will be determined by the terms of the insurance or insurance premium funding arrangement.

(4) You may opt-out of this clause by providing written notice of this to us, and any notice provided to us is also deemed to be provided to Advantage Premium Funding Limited. We will provide you with a reminder prior to your existing insurance expiring confirming your current renewal preference.

8.3 Our obligation to provide services to you will end when our appointment is cancelled. You can cancel our appointment by notice in writing to us. You may however, want to enter into a separate claim servicing agreement with us. Under such an agreement, we will continue to provide service for nominated claims that arose before our appointment was cancelled for which we reserve the right to charge an appropriate Claims Service Fee.

8.4 Upon notice of cancellation of our appointment we will:

- Immediately withdraw from all negotiations in progress at that time, including but not limited to renewal negotiations for any insurance falling due within the period of notice; take no further action in relation to any current or ongoing claim(s) for which we are acting on your behalf, unless we have agreed to a separate claim servicing agreement.

- We will keep all information about you and your business confidential, and except where necessary for the purpose of providing services to you, will not disclose it to any third party without your consent. This undertaking does not apply to information which is already public knowledge.

## **9. APPENDIX A - INSURANCE & RISK ADVISORY SERVICES**

### **SECTION 1 – Hurford Parker Insurance Brokers Limited – where applicable**

#### A.1 Insurance, Transactional and Advisory Service:

- Placement of insurance programme
- Customised policy wordings
- Insurance renewal planning and strategy
- Marketing of insurance policies
- Insurance transactions.

#### A.2 Documentation:

- Agenda and minutes for meetings – where applicable
- Placing Slips
- Invoices
- Insurance Manuals or registers – where applicable
- Claims Procedures
- Policies
- Claims Reports
- Renewal Reports
- Other reports as may be agreed

#### A.3 Claims:

- Administration
- Monitoring progress and negotiation with interested parties and loss adjusters
- Recording and analysis as may be agreed

#### A.4 Advice:

- Identify insurable hazards and risks
- Scope of insurance policy cover
- Insurance marketing strategies

#### A.5 Meetings:

- Site Visits as agreed
- Review meetings as agreed
- Service review meetings
- Site visits on all major losses
- Other as agreed

A.6 Contracts:

- Advice (indemnity and insurance provisions)

A.7 General

- Provision of insurance market information

## **10. APPENDIX A - INSURANCE & RISK ADVISORY SERVICES**

### **SECTION 2 – Hurford Parker Financial Services Limited – where applicable**

**A.8 Insurance and Advisory Service:**

- Placement of insurance programme
- Insurance renewal planning and strategy
- Marketing of insurance policies
- Insurance transactions

**A.9 Documentation:**

- Agenda and minutes for meetings
- Insurance summary schedule
- Special Terms and Endorsements summary
- Policies
- Claims Reports
- Renewal Reports
- Other reports as may be agreed

**A.10 Claims:**

- Administration
- Advocacy
- Monitoring progress and negotiation with interested parties
- Recording and analysis as may be agreed

**A.11 Advice:**

- Identify insurable personal and business risks
- Fact find and Needs Analysis
- Scope of insurance policy cover
- Insurance marketing strategies

**A.12 Meetings:**

- Review meetings as agreed
- Service review meetings
- Other as agreed

**A.13 General:**

- Provision of insurance market information

## **11. APPENDIX A - INSURANCE & RISK ADVISORY SERVICES**

### **SECTION 3 – Insurance Policy Options (Main Policies)**

#### A.14 Property and Business Interruption:

- Advance Profits
- Boiler Explosion and Pressure Vessels
- Book Debts
- Business Interruption
- Computer and Computer Consequential Loss
- Contract Works
- Crime
- Deterioration of Stock
- Electronic Equipment and Business Interruption Following Electronic Breakdown
- Farm Insurance
- Fidelity and Computer Crime
- Installation and Erection Risks
- Machinery Breakdown
- Material Damage
- Natural Disaster and Earthquake Cover
- Natural Disaster (Earthquake) Deductible Buy-down
- Terrorism

#### A.15 Liability Risks:

- Bailees Liability
- Defective Workmanship/Property Being Worked On
- Directors and Officers Liability
- Employers Liability
- Employment Disputes Liability
- Exemplary Damages (also called Punitive Damages)
- Extra Territorial Workers Compensation
- General Liability (or Public Liability)
- Legal Defence Costs
- Liability Consequential Loss
- Libel and Slander/Defamation
- Product Guarantee

- Products Liability
- Product Recall and Contamination
- Professional Indemnity and/or Errors and Omissions
- Prospectus Liability
- Ship Repairers Liability
- Statutory Liability
- Trustees Indemnity
- Warranties and Representations Liability

A.16 Personal and Business Risk:

- Life Assurance
- Trauma and Critical Illness
- Total and Permanent Disability (TPD)
- Income Protection
- Shareholder Protection
- Business Key Person
- Business Income Protection
- Business Overheads Protection
- Locum Cover
- Private Medical
- Accidental Injury
- Employee Benefits (People Risk – Group Scheme Insurance)

A.17 Travel Risks:

- Travel (Overseas and Domestic)

A.18 Technology Risks:

- Cyber Risk – First and Third Party Cover
- Information Technology Liabilities
- Internet Liabilities
- Media Liability
- Network Security

A.19 Transport Risks:

- Aviation Hulls
- Aviation Liabilities
- Carriers Liability



- Charterers Liability (Aviation and Marine Hull)
  - Consequential Loss Marine Cargo
  - Loss of Use (Motor Vehicle)
  - Marine Cargo
  - Marine Hulls
  - Marine Liabilities
  - Motor Vehicle
  - Rejection
  - Strikes Insurance
- A.20 Other Risks:
- Accidental and Malicious Product Damage/Tamper
  - Asbestos
  - Reputational Risks
  - Bonds
  - Credit Insurance and Trade Debtors
  - Environmental and Pollution Liability
  - Events Cancellation
  - Extortion
  - Forest
  - Growing Crops
  - Livestock and Bloodstock
  - Political Risk

## **12. APPENDIX B – CONTACT US**

### **Contact details for all Hurford Parker companies:**

Phone: 06 876 0513

Post: PO Box 355, Hastings 4156

Office: 106 Lyndon Road West, Hastings 4122

Website: [www.hurfordparker.co.nz](http://www.hurfordparker.co.nz)

Email: [info@hpi.co.nz](mailto:info@hpi.co.nz)

### 13. APPENDIX C - KEY PERSONNEL DETAILS

**Hurford Parker (All Companies):**

Managing Director:	Jeff Parker FSP53962
Mobile:	027 2040 569
Email:	<a href="mailto:Jeff@hpi.co.nz">Jeff@hpi.co.nz</a>
Managing Director and Senior Broker:	William Parker FSP540048
Mobile:	021 194 4094
Email:	<a href="mailto:william@hpi.co.nz">william@hpi.co.nz</a>
Senior Company Administration Manager/ Broker Support Team Leader:	Jaime Hamer FSP371181
Email:	<a href="mailto:jaime@hpi.co.nz">jaime@hpi.co.nz</a>
Group Manager Commercial Insurance:	Dean Sewell FSP491161
Mobile:	027 483 3280
Email:	<a href="mailto:dean@hpi.co.nz">dean@hpi.co.nz</a>
Senior Commercial Broker:	Richard Paterson FSP57941
Mobile:	021 224 1755
Email:	<a href="mailto:richard@hpi.co.nz">richard@hpi.co.nz</a>
Commercial Broker:	Sandra Macaulay FSP314486
Email:	<a href="mailto:sandra@hpi.co.nz">sandra@hpi.co.nz</a>
Manager & Broker – SME, Rural and Personal:	Claire D’Ath FSP1003605
Mobile:	021 944 394
Email:	<a href="mailto:claire@hpi.co.nz">claire@hpi.co.nz</a>
Commercial Broker:	Kayla Brits FSP1006166
Mobile:	021 242 6991
Email:	<a href="mailto:kayla@hpi.co.nz">kayla@hpi.co.nz</a>
Commercial Broker:	Mairi Mackay
Email:	<a href="mailto:mairi@hpi.co.nz">mairi@hpi.co.nz</a>
Commercial Broker:	Bianca Da Silva FSP1005653
Mobile:	021 130 2649
Email:	<a href="mailto:biancad@hpi.co.nz">biancad@hpi.co.nz</a>
Personal and Business Risk Adviser:	Sian Woodham FSP624849
Mobile:	021 046 7951
Email:	<a href="mailto:sian@hpi.co.nz">sian@hpi.co.nz</a>
Personal Lines Broker/Claims Manager:	Marcela Silva La Rosa FSP1002629
Email:	<a href="mailto:marcela@hpi.co.nz">marcela@hpi.co.nz</a>

Broker Support:  
Email:

Roberto Socciarelli FSP1005733  
[roberto@hpi.co.nz](mailto:roberto@hpi.co.nz)

Broker Support:  
Email:

Stephanie Coetzee  
[stephanie@hpi.co.nz](mailto:stephanie@hpi.co.nz)

Broker Support  
Email:

Stephanie Gerber  
[stephanieg@hpi.co.nz](mailto:stephanieg@hpi.co.nz)

Broker Support  
Email:

Shannon Carnihan  
[shannon@hpi.co.nz](mailto:shannon@hpi.co.nz)

Adviser Support  
Email:

Kaily Schaafsma  
[kaily@hpi.co.nz](mailto:kaily@hpi.co.nz)

Broker Support  
Email:

Samara Kani  
[samarak@hpi.co.nz](mailto:samarak@hpi.co.nz)

Broker Support  
Email:

Michigan Walsh  
[michiganw@hpi.co.nz](mailto:michiganw@hpi.co.nz)

Reception and Broker Support:  
Email:

Debbi Francis  
[debbi@hpi.co.nz](mailto:debbi@hpi.co.nz)

## **14. APPENDIX D – HURFORD PARKER INSURANCE BROKERS LIMITED - CLAIMS**

*Please note – each Claim may vary*

### **Material Damage Property Claims:**

- D.1 Immediately advise Hurford Parker Insurance Brokers (Hurford Parker), or after-hours personnel, for major losses.
- D.2 Complete a claim form and post/e-mail to Hurford Parker within fourteen (14) days of the loss.
- D.3 Burglary claims or loss of valuable items of stock, plant or money, please notify the Police accordingly.
- D.4 Should a break-in occur, please secure the premises accordingly.

### **Motor Vehicle Claims:**

- D.5 Immediately notify Hurford Parker.
- D.6 Complete a Motor Vehicle Claim Form fully as soon as possible thereafter including Name, Address and Registration Number of the Other Party and post/e-mail to Hurford Parker within fourteen (14) days of the loss.
- D.7 If the repair costs are under the Policy Excess and the accident involves another party, a claim form should still be completed.
- D.8 Retain details of any witness in case they are needed to provide statements.
- D.9 No admission of liability, offer or promise of payment should be made without the written consent of Insurers. All correspondence from Third Parties and/or their insurers must be passed immediately to Hurford Parker.

### **Liability Claims:**

- D.10 Notify Hurford Parker immediately giving details of:
  - The Incident / Accident
  - Any Allegation or Claim made against you
  - Impending Prosecution
  - Proceedings that may give rise to action against you.
- D.11 Do not admit liability verbally or in writing. Obtain names of witnesses and, if possible, photograph areas of damage. Discuss such actions with Hurford Parker or the Assessor appointed when in doubt.
- D.12 Complete a Claim Form and post/e-mail with supporting documents to Hurford Parker.

### **Marine Cargo Claims:**

- D.13 When the consignment is received, an immediate examination should be made for visible signs of damage.

- D.14 If there are visible signs of damage the receipt should be claused to that effect and “full details to follow”. If the ship/carrier will not take a clause receipt, delivery should be refused.
- D.15 If it is impossible to examine the consignment immediately, (it is essential that an examination should be made as soon as possible) the receipt should be claused “UNEXAMINED”.
- D.16 If there is damage the Shipping Company/Carriers/Container Operators/Port Authorities/or Third Parties should be held liable in writing with an estimate of claim (if full details are not available) and invited to survey.
- D.17 At the same time the company’s agent or Hurford Parker should be advised (a copy of the letter claiming against those responsible) with a claim estimate.
- D.18 If necessary the Insurers will appoint an Assessor and if possible, a joint survey should be held.
- D.19 When the claim amount has been established a letter should be written to the Shipping Company/Carriers/Container Operator/Port Authorities and/or Third Parties with an account and holding them liable.
- D.20 Copies of this correspondence and replies obtained should be forwarded to the Insurer with the customary documents, which are as follows:
- D.21 Original Bill of Lading, Consignment Note or other evidence of the Contract or Carriage.
- D.22 The Original Invoice.
- D.23 Insurance Certificate or other evidence of Insurance (if issued).
- D.24 Details of the claim with supporting evidence e.g. claused receipts, claused delivery order, Short-landing Certificate, Exception Without Prejudiced Form.

If an Assessor has been appointed he/she will assist you, and the customary documents may be sent via the Assessor.

**Other Insurance Claims:**

- D.25 Contact Hurford Parker Insurance Brokers Limited immediately to get advice on how to proceed with your potential claim.

## **15. APPENDIX D – HURFORD PARKER FINANCIAL SERVICES LIMITED - CLAIMS**

*Please note – each Claim may vary*

**For all claims please contact your advisor so we can assist with lodging your claim with the insurer.**

### **Medical/Health Claims:**

- D.25 Complete a Prior Approval claim form with the client, to be signed by Claimant (Patient) and by the Policy Owner(s).
- D.26 Client to obtain a GP or Dentist Referral Letter to the respective Specialist detailing the procedure(s) required.
- D.27 Client to obtain an Estimate of Costs for the procedure(s).
- D.28 Provide any other documentation that will help the insurer assess the potential claim.
- D.29 Hurford Parker submit claim to insurer
- D.30 When claim is approved (the final decision lies with the insurer), request a copy of the Prior Approval for our records.
- D.31 Send copy of Prior Approval to client, and also to Surgeon's rooms if requested, or prudent to do so.
- D.32 Monitor claim with the client as to treatment being successful etc and requirement for any further treatments.
- D.33 Liaise with insurer detailing the amounts to be paid, to be reimbursed etc.
- D.34 Maintain claim payment records on internal database.

### **Life Claims:**

- D.35 Client to notify us of need to claim and provide death notice.
- D.36 We will notify the insurer and where applicable arrange advance payment under funeral benefits.
- D.37 Client to provide death certificate and account details to us.
- D.38 Death certificate provided to insurer for finalisation of claim settlement and discharge.
- D.39 We will liaise with the insurer to confirm claim settlement details.

### **Trauma & Disability Claims:**

- D.40 Client to notify us of need to claim.
- D.41 We will notify the insurer and provide and assist you with the completion of claim forms.
- D.42 We will liaise with your GP and Accountant or Employer (as appropriate with your permission) to obtain the medical and financial information required.
- D.43 We will liaise with the insurer claim manager to ensure your claim is processed quickly and in accordance with the policy wording.

- D.44 We will monitor the claim progress to ensure regular payments are made and client receives all benefit entitlements under policy.
- D.45 We will offer support and advocate for client in regards to any proposed returning to work or changes to benefits.



## **16. APPENDIX E – COMPLAINTS & DISPUTES PROCEDURE**

HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES LIMITED is committed to providing a quality service to all our Clients to achieve good customer outcomes, which include client satisfaction. Feedback from clients, including complaints is considered an important part of client satisfaction.

A complaint relating to a financial advice service is an expression of dissatisfaction made to the Financial Advice Provider or person engaged by HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES LIMITED about a product, service or failure to provide a service or advice. Dissatisfaction becomes a complaint when our client requires an action to be taken.

HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES LIMITED AND is committed to resolving complaints received, and recognises the right of complainants to be dealt with fairly, timely and in a transparent manner.

This Internal Complaints process includes information about complaints handling process and how to access our external dispute resolution scheme. The Internal Complaints process is made available to the public or our client via the HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES LIMITED website.

All staff are aware of their obligations under this policy and in all cases, complaints will be dealt with by management in conjunction with the company compliance officer.

### **When a complaint is received:**

HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES approach all complaints with an open mind, listen and treat each complainant as an individual and with courtesy and respect.

Informal conciliation should be considered to resolve the matter. Responding appropriately to an informal expression of dissatisfaction can prevent the matter becoming a formal complaint.

If the complaint is unresolved after two business days or our client is unsatisfied with the action taken or considers the complaint unresolved, the complaint becomes a formal complaint.

Internal Complaints disclosure information relates to the HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES LIMITED internal and external complaints handling process, including details of the relevant approved external dispute resolution scheme.

Personal information is handled in a manner consistent with the New Zealand Privacy Act 2020 and HURFORD PARKER INSURANCE BROKERS LIMITED and HURFORD PARKER FINANCIAL SERVICES LIMITED Privacy Policy. This means maintaining confidentiality of personal information of the complainant. The complaint and any information related to it is kept confidential except with the consent of the complainant.

Hurford Parker Complaints Response Procedure

In all cases complaints will be dealt with by Management.

In the event of a complaint, we will respond in the manner set out in following table:

Step	Who	Timeframe
Complaint received (verbal, email, written)	Any Hurford Parker employee	
Advise Management and Compliance Officer that a complaint has been received and add to the Complaints Register	Staff member concerned	Immediately
Promptly contact the Client and acknowledge the complaint. Provide them with the Internal Complaints Procedure if they have not consulted this already	Staff member concerned	Within 2 days
Attempt to resolve the client's concern.	Staff member concerned	Immediately
Complete a Complaints Form and note the basis of the complaint and action that was taken.	Staff member concerned	Immediately
Investigation		
If the complaint concerns privacy, notify the Privacy Officer	Staff member concerned	Immediately
If the complaint relates to a matter that may involve negligence, Notify the Manager responsible for handling professional indemnity matters about the complaint.	Management	Within 24 hours of initial complaint
Contact the client to obtain further information about the complaint and inform the client about the options available to them.	Management	Within 24 hours of initial complaint
If problem resolved, confirm with the client in writing of the decision, remedies and resolution as soon as practicable after deciding the outcome. The final response must be sent to the complainant within 20 days from the date the complaint was received. It should be sent no later than 5 business days after the outcome is approved by the Complaints Manager.	Management	No more than 4 weeks after initial complaint
If the problem cannot be resolved: Advise the client of the reasons for the outcome; Advise the client of the next course of action available to them which is to take the complaint to an external dispute resolution scheme, Financial Services Complaints Limited (FSCL).	Management	No more than 4 weeks of initial complaint
Respond to the Client Complaints Officer's requests for information.	All managers contacted by the Client Complaints Officer	Within 3 working days

Review		
Management and Compliance Officer to review the complaints and evaluate the data gathered in the complaints process. This will help HURFORD PARKER INSURANCE BROKERS LIMITED determine the cause/s of complaint and whether remedial action is required.	Management	As soon as practicable
The Management must give a written summary of the Complaint to the Compliance Officer. This will be reviewed by the HURFORD PARKER INSURANCE BROKERS LIMITED Board of Directors.	Management	As soon as practicable
This summary should highlight any areas of concern or repetitive nature. The summary serves as a monitoring tool for conduct and effectiveness of HURFORD PARKER INSURANCE BROKERS LIMITED complaints-handling procedures and identify trends which can indicate that improvements are required. Staff training will be held.	Management	As soon as practicable

**Complaints Recording:**

All complaints received are recorded on the company complaints register and all related email correspondence is stored in the company management servers.

If the complaint process and recording identify the need for any operational or procedural changes or additional staff training then these actions will be taken and communicated to all employees as appropriate.

**Disputes Resolution:**

In the event that we cannot agree how to resolve the matter, you can register your complaint with Financial Services Complaints Ltd (FSCL), to whom we subscribe. There is no cost to you for this service and you may write to them at PO Box 5967, Lambton Quay, Wellington 6145 or telephone them on 0800 347 257.

## 17. APPENDIX F - INSURER FINANCIAL STRENGTH RATINGS

To provide our customers with the best possible insurance and risk management, Hurford Parker maintains strategic partnerships with New Zealand's leading insurers. Insurance companies worldwide are regulated by Financial Strength ratings (Standards and Poor's Rating and A M Best Ratings) from A – F.

The financial strength ratings of Insurance companies we recommend to clients are as follows. Additional financial strength information is published on the insurer's websites.

### General Insurance Companies:

Insurer	A M Best	Standard & Poor's	Refer to Schedule	Issue Date
AIG Insurance New Zealand, managed by 360 Commercial Limited		A		1 May 2024
AIG Insurance New Zealand Limited		A		
Allianz Partners underwritten by the Hollard Insurance Company Pty Limited		A		
The Hollard Insurance Company Pty Ltd (issued and managed by Ando)		A		22 March 2024
Certain underwriters at Lloyd's (issued and managed by Ando)		AA		1 July 2024
Underwriters listed on the schedule (issued and managed by Ando)			R	
Austbrokers			R	
Chubb Insurance New Zealand Limited		AA-		
Lumley, a business division of IAG New Zealand Ltd through Classic Cover		AA		
Club Marine a division of Allianz New Zealand Limited		AA-		
Concordia U/W Agency on behalf of the Underwriters			R	

noted in the schedule				
Certain Underwriters at Lloyd's acting through agent Delta Insurance NZ Ltd		AA-		1 July 2024
DUAL NZ Ltd is an agent for and on behalf of certain underwriters at Lloyds		AA-		1 July 2024
Lumley, a business division of IAG New Zealand Limited		AA		
Mariner Marine Insurance: for Vero Insurance N Z Limited		AA-		
NAC Insurance a business division of IAG New Zealand Limited		AA		
The New India Assurance Ltd	B++			20 October 2023
NZI a division of IAG New Zealand Limited		AA		
NZI Marine a division of IAG New Zealand Limited		AA		
QBE Insurance (Australia) Limited		A+		30 May 2024
Runacres Insurance Ltd on behalf of certain underwriters@Lloyds of London			R	
Certain Underwriters at Lloyd's acting through agent Sage Partners Ltd		A+		
Berkshire Hathaway Specialty Insurance via their agent Star Insurance Ltd	A++			
NorthStandard Limited t/a Sunderland Marine		A		
AIG Insurance NZ Limited acting		A		

through TLC Insurance Limited				
TLC Insurance Ltd on behalf of Vero Liability Insurance Ltd		AA-		
Tower Insurance Limited	A-			April 2024
QBE Insurance (Australia) Limited (NZ Office) acting through UANZ		A+		30 May 2024
Vero Insurance New Zealand Limited		AA-		
Vero Liability Insurance Limited		AA-		
Vero Marine Insurance: an operating division of Vero Insurance NZ Ltd		AA-		
Zurich Australian Insurance Ltd t/as Zurich New Zealand		AA-		

**Personal and Business Risk Insurance Companies:**

Insurer	A M Best	Standard & Poor's	Fitch	Issue Date
AIA New Zealand Limited			AA	
Asteron Life Limited		A		
Accuro Health Insurance	A			
Chubb Life Insurance New Zealand Limited	A			
Fidelity Life Assurance Company Limited	A			
NIB NZ Limited		A		
Partners Life Limited	A			

Resolution Life Australasia Limited			A	
Southern Cross Medical Society (t/a Southern Cross Health Society)		A+		

**Rating Scale:**

The rating scale for Standard and Poors (S&P) Global Ratings is:					
AAA	Extremely Strong	BB	Marginal	SD	Selective Default
AA	Very Strong	B	Weak	D	Default
A	Strong	CCC	Very Weak	R	Regulatory Supervision
BBB	Good	CC	Extremely Weak	NR	Not Rated
Note: The Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major ratings categories.					

The rating scale for A M Best Company Rating Agency is:					
AAA	Extremely Strong	BB	Marginal	SD	Selective Default
AA	Very Strong	B	Weak	D	Default
A	Strong	CCC	Very Weak	R	Regulatory Supervision
BBB	Good	CC	Extremely Weak	NR	Not Rated
Note: The Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major ratings categories.					

The rating scale for Fitch Company Rating Agency is:					
AAA	Exceptionally Strong	AA	Very Strong	A	Strong
BBB	Good	BB	Moderately Weak	B	Weak
CCC	Very Weak	CC	Extremely Weak	C	Distressed
Note: "+" or "-" may be appended to a rating to indicate the relative position of a credit with the rating category. Such suffixes are not added to ratings in the AAA category or to ratings below the CCC category					

Hurford Parker Insurance Brokers and Hurford Parker Financial Services cannot guarantee the solvency of an insurer, but if you require any further information on these companies or their financial statements please do not hesitate to ask.