



# About me and how I work

## 1. Contact details

Adviser: Kelly Ruiterman  
Company: Kapiti Mortgages & Insurance Ltd  
Address: 124 Rimu Road, Paraparaumu  
Phone: 04 297 0927 or 021 208 0071  
Email: kelly@kapitimortgages.co.nz

## 2. Areas I can provide advice

The following are the areas of personal or business lending, and risk insurance advice that I can provide:

### **Mortgage & lending needs:**

- Home loans
- Personal loans
- Business lending
- Refixes/loan restructures

## 3. Product providers

I am an accredited Advisor with the following companies and recommend the products and solutions I think best fit your circumstances and requirements”:

### **Mortgage & Personal Loan Providers:**

- |                     |             |                              |
|---------------------|-------------|------------------------------|
| - ANZ               | - ASB       | - BNZ                        |
| - Co-operative Bank | - SBS       | - Liberty Financial Services |
| - Westpac           | - Sovereign | - Resimac                    |
| - NZCU              | - Avanti    | - DBR                        |

## 4. Disclosure Statement

Before giving any advice I will provide you with my latest Disclosure Statement. If you require another copy, please don't hesitate to request this from me, or my office.

## 5. My advice process

With your agreement, I like to follow an internationally recognised six step advice process which involves:

- 1) Establishing the areas of advice for the current engagement (Scope of Service and Engagement)
- 2) Questioning and discussion about your needs and objectives (Needs Analysis)
- 3) Further analysis by me of your situation and designing a solution to match your needs
- 4) Preparing a written report for you (Statement of Advice)
- 5) Presenting my recommendations to you and implementing any agreed solutions
- 6) Reviewing these solutions and strategies on a regular basis

## 6. How long it takes

Normally, the planning process is approximately one to two hours for the first meeting and two to three meetings may be required for the entire process. Future reviews may involve a further one or two meetings of around one to two hours.

## 7. How I get paid

On settlement of a mortgage or issuance of a risk insurance policy, I receive commission from the above providers I deal with. The commission is generally of an upfront nature, but may also include a small renewal or trail commission. I also do receive a fixed rate roll over fee from some providers if I assist in refixing your loan.

A full schedule of all providers and their commission rates is available on request.

Some non-bank lenders will charge a 'broker fee' on top of the lending amount, which will then be paid through to me.

In the rare event that you require me to act on your behalf in a transaction where I do not receive a commission, I may charge a fee for this work to be completed. Any such fee would be agreed in advance and authorised by you in writing.

## 8. Conflicts of interest

I have an obligation to act in the interests of my clients when making a recommendation. In providing advice to you, should any, actual or potential conflict of interest arise, then I undertake to bring any such conflict of interest to your notice so that you may assess my advice objectively.

## 9. Your obligations

Any advice provided as a result of a needs analysis, can only be as good as the information I get from you, so I ask that you provide me with the information I request. Without relevant and correct information about your **personal** and **financial** situation I run the risk of giving advice that is not appropriate to your needs. If you are unsure as to why I need certain information, please ask so that I can explain.

If you should apply for the insurance products I recommend, the insurer will need to assess the risk and the appropriate premium. You are required to disclose all the information you know, or should know, that is relevant to the insurer's decision whether to provide cover, or determine the terms of cover. This is called your duty of disclosure. For example, you should disclose your current income, medical history and all information about insured and uninsured losses and claims.

## 10. Confidentiality and use of personal information

Client confidentiality is very important to me. Any information about you gathered during our insurance or mortgage review is personal and I undertake to keep this information confidential and secure.

Privacy Act 1993 gives you the right to request access to and correction of, your personal information.

Information provided by you or any authorised agent, will be used by me and any members of our staff for the purpose of providing advice to you, and may also be used by any:

- a. Product or service provider when implementing any of my recommendations or variations thereof; and
- b. The Financial Markets Authority and/or any other regulatory body as required for audit purposes, compliance advisers, assessors or by any claims investigators who may need access to such information; and
- c. Other professionals such as solicitors, accountants, finance brokers, financial planners when such services are required to complement this advice and as requested by you.
- d. Prospective purchaser if Kapiti Mortgages & Insurance Ltd is sold.

The information will be held by me at the office address detailed in this document and my Disclosure Statement, and may be in paper format and/or electronic files and / or may be held remotely in secure electronic storage systems. I am required to keep these records on file for a period of seven years or longer, whether or not this engagement terminates.

## 11. Referrals to other professionals

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

## 12. Termination

I undertake to exercise care, diligence and skill in providing you with a financial adviser service. If at any time, you wish to terminate this engagement, you must advise me in writing. Upon receipt of such advice by you, I then undertake to confirm termination of the engagement to you in writing within two business days, not including any public holidays.

## Scope of Service and Engagement

The following are the areas or advice or product that you are requesting from me, subject to any specific objectives or limitations of our engagement.

Unless noted below, our discussions and my advice will be in relation to assisting you manage you and/or your family's financial security in the event of:

<input type="checkbox"/>	Home Loans
<input type="checkbox"/>	Business Lending
<input type="checkbox"/>	Personal Loans
<input type="checkbox"/>	Loan Reviews/refixes

Specific limitations of this analysis and/or advice documentation

Other specific objectives, tasks or terms of this engagement

### **Acknowledgements**

I may be required to evidence that I have explained specific requirements or obligations and provided certain information to you. Can you please acknowledge by signing below that these requirements have taken place?

### **Disclosure Statement**

I / We acknowledge that I / we have received a Disclosure Statement from the adviser named in this document. This document was current and dated:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Version (if applicable) \_\_\_\_\_

### **Provision of Information**

I / We acknowledge the advantages of undertaking a full suitability (needs) analysis and the need to provide relevant personal and financial information and by not doing so I / we risk receiving advice or product recommendations that may not be appropriate to my / our needs.

### **Scope of Service**

I / We understand the services being provided are restricted to the scope of service or subject to specific limitations indicated on the previous page.

**Privacy Act**

I / We acknowledge I / We have read and understood the information relating to the Privacy Act 1993 and how this information may be used.

**Adviser Remuneration**

I / We acknowledge I / We have had the basis of adviser remuneration explained and I / we agree to the option indicated on the previous page.

Client name: \_\_\_\_\_

Client name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## **DISCLOSURE STATEMENT for Kelly Ruiterman**

### **Mortgage Adviser at Kapiti Mortgages & Insurance Ltd**

Email: [kelly@kapitimortgages.co.nz](mailto:kelly@kapitimortgages.co.nz), Phone: 04 297 0927, Mobile: 021 208 0071 Address: 124 Rimu Road, Paraparaumu, 5032, Postal: PO Box 2192, Raumati Beach, 5255, Web: [www.kapitimortgages.co.nz](http://www.kapitimortgages.co.nz)

#### **It is important that you read this document**

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

#### **What sort of adviser am I?**

I am a registered, but not authorised, Financial Adviser. I can give you advice about category 2 financial products such as, consumer credit contracts, home loans, mortgages, and other lending products.

I am a specialist Mortgage Adviser and can provide you with advice as well as transactional services relating to mortgages.

#### **What should you do if something goes wrong?**

If you have a problem, concern, or complaint about any part of my service, please tell me so I can try to fix the problem. You may contact our internal disputes service by telephoning Lisa O'Neill on 04 297 0927, by email at [lisa@kapitimortgages.co.nz](mailto:lisa@kapitimortgages.co.nz), or in writing to PO Box 2192, Raumati Beach.

If we cannot agree on how to resolve the issue, you can contact Financial Services Complaints Limited. This service will cost you nothing, and will help us resolve any disagreements. You can contact Financial Services Complaints Limited by emailing [info@fscl.org.nz](mailto:info@fscl.org.nz), calling Financial Services Complaints Limited on 0800347257, or in writing to PO Box 5967, Lambton Quay, Wellington 6145.

#### **How am I regulated by the Government?**

You can check that I am a registered financial adviser at <http://www.fspr.govt.nz>. The Financial Markets Authority regulates financial advisers. Contact the Financial Markets Authority for more information, including financial tips and warnings.

You can report information or complain about my conduct to the Financial Markets Authority, but in the event of a disagreement, you may choose to first use the dispute resolution procedures described above (under "What should you do if something goes wrong?").

#### **Declaration**

I, Kelly Ruiterman, declare that, to the best of my knowledge and belief, the information contained in this disclosure statement is true and complete and complies with the disclosure requirements in the Financial Advisers Act 2008 and the Financial Advisers (Disclosure) Regulations 2010.

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

This Disclosure Statement, version 2, was prepared on 1 April 2017.