

**Keaney Insurance Brokers Ltd**  
30. Lower Leeson Street, Dublin 2  
Tel. 01 661 8080 Fax. 661 8081 Email: [info@keanyinsurance.ie](mailto:info@keanyinsurance.ie)

Registered in the Company's registration under company no. 200011

**Keaney Insurance Brokers Ltd is regulated by the Central Bank of Ireland. Keaney Insurance Brokers Ltd t/a K-Tech Insurance and Risk Management Services is regulated by the Central Bank of Ireland.**

#### Terms of Business

These terms of business set out the basis on which Keaney Insurance Brokers Ltd will provide business services to you as a client of the firm. They also contain details of our regulatory and statutory obligations and respective duties of both the firm and you in relation to such services.

#### Authorised Status

**Keaney Insurance Brokers Ltd** is authorised by the Central Bank of Ireland to provide advice and transmit orders in relation to Listed Shares and Bonds, Tracker Bonds and Insurance Policies under Section 10 of the Investment Intermediaries Act. 1995 (as amended). We are also registered as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations. 2005 (as amended). Copies of our authorisations are available on request. The Central Bank holds registers of regulated firms. You may contact the Central Bank on (01) 410400 or alternatively visit their website on [www.centralbank.ie](http://www.centralbank.ie) to verify our credentials. Our regulatory reference number is C1304. We are subject to the Central Bank's Consumer Protection Code, Minimum Competency Code, and Fitness & Probity Standards – these documents can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

#### Services Provided

We will of broad based advice on a fair analysis basis, which means we review a wide range of products available in the market. As a Credit Intermediary the firm can arrange personal loans, generally with a view to arranging the financing of Insurance premiums. We will identify and select a suitable product producer and on receipt of your instructions we will transmit orders on your behalf to one or more product producers (a list of which is available on request).

This firm does not have 'tied' relationship with any institution that would compromise our ability to offer you impartial advice and choice. This firm doesn't not have a shareholding in any insurer and likewise no insurer has a shareholding in this firm.

#### Remuneration and Fees

Our normal method of remuneration for services provided is by way of Commission from product producers or Fees charged to clients, or a combination of both. We may receive additional remuneration from product producers based on volume business placed, claims experience, profit sharing or other arrangements. We may also receive renewal commissions while your policy remains in force. All of these payments contribute to the overall cost of running our business and providing you with service on any ongoing basis. Details of commissions receivable are available on request. Our Fees will be communicated to you at New Business, Renewal, or Mid-term Adjustment stage, and will be clearly set out in our Invoice and Credit Note issued to you. We will, with your written consent as set out below, deduct in certain circumstances an Administration Fee from a premium rebate which may be due to you. Our Invoices/Credit Notes will be inclusive on an insurance premium, administration free (if applicable), and government levies and/or taxes.

Keaney Insurance Brokers provide consultancy services in relation to insurance covers, contract analysis, claims, where the placement of Insurance business or arrangement of a policy may not take place. Project management services also can include survey fees, health and safety fees – we will provide a note of the proposed fee together with an overview of the proposed work schedule for agreement prior to commencement of the project.

Where it is requested that premiums are paid net of commission, we will charge a fee in relation to this request. This will be notified to you and shown in our Invoice.

#### Conflict of Interests

It is the policy of Keaney Insurance Brokers Ltd to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises.

### **Minimum and Deposit premiums**

Where your policy is written on a 'Minimum and Deposit' basis this means that you will not get a pro rata refund of premium(s) if you cancel your policy during a renewal year or at year end when the policy(ies) is being adjusted. These Conditions are normally set out in your policy document(s). Similarly, with Deposit Premiums any amount which falls within the deposit premium will be non-refundable in the event of cancellation or, when the policy is adjusted at year end.

Where you fund your insurance premium by the way of premium finance from and Finance Provider and subsequently cancel a policy, you will receive to pro rata refund from your insurer and you will have to maintain your loan repayments to the Finance Provider for the full term of the loan.

### **Failure to pay or default**

We reserve the right to instigate cancellation proceedings in the event of the following:

- Your non-payment of the premium due at inception, renewal or following a mid-term adjustment
- Your bank returns your cheque due to insufficient funds or any other reason (please note that any bank charges incurred will be passed on to you)
- Non disclosure of relevant information
- If you default on your loan repayments to an Insurance Premium Finance Provider, the Finance Provider will instruct Keaney Insurance Brokers Ltd to cancel policies which are the subject of the loan agreement and obtain pro rata refunds where these are due under a policy, from your Insurer. These will be payable to the Finance Provider. If this happens, your policy(ies) will be cancelled and you will not have insurance cover
- Insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents. Please read your policy document carefully. When your policy ends or is cancelled, we will send you any documents and information that you are entitled to on request. We reserve the right to take legal action to recover any monies due to us.

### **Complaints Procedure**

The company has a written procedure in place for the effective consideration and handling of complaints. For the sake of clarity, our preference is that any complaints should be addressed in writing to the Managing Director, Keaney Insurance Brokers Ltd. Each complaint will be acknowledged by us 5 working days of receipt, updates will be advised in intervals of not more than 20 working days, we will endeavour to resolve the complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation. In the event that you are entirely satisfied with the firms handling of and response to your complaint, you have the right to complain to the Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2. Low Call 1890 88 20 90.

### **Investor Compensation**

#### **Investor Compensation Company Ltd (ICCL) Scheme**

Keaney Insurance Brokers Ltd is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

#### **Irish Brokers Association (IBA) Compensation Fund Ltd**

As a member of the Irish Brokers Association (IBA), Keaney Insurance Brokers Ltd is also a member of the IBA Compensation Fund Ltd. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (€250,000 in aggregate) may be discharged by the Fund on its behalf if the member firm is unable to do so, where the above detailed ICCL (established by law) has failed to adequately compensate any client of the member.

### **Data Protection**

Keaney Insurance Brokers Ltd is a Data Controller as defined in the Data Protection Act 1988 and 2003.

We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided, taking steps to keep it secure and ensure it is only used for legitimate purposes. To fulfil these objectives we may share information with our associated company Keaney Financial Services Ltd and other affiliated professionals. The information and other data provided to our office may be used to advise you by the way of letter, email, telephone, SMS text or fax, of products and services we or our associated companies may offer from time to time.

You have the right at any time to request a copy of any 'personal data' within the meaning of Data Protection Act 1988 (as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in the information corrected.

(Please tick this box if you do not want to receive up-dates, new and information as outline above.)

**Governing Law and Language**

The laws of Ireland form the basis for establishing relations between you and Keaney Insurance Brokers Ltd. All contracts, terms, conditions and communications relating to any policies you may enter with this firm will be in English. These terms set out above apply to any service provided to you from the effective date shown below and should the firm make any material change into its terms you will be notified in advance.

**Duty of disclosure**

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy, throughout the life of that policy, and when you are renewing it. It is important that you ensure that all information provided and all statements made on proposal forms, claim forms, and other documents are, to your knowledge and belief, complete and accurate. Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that all or part of a claim will not be paid.

**Please note we have provided you with a copy of these terms of business – please return a signed copy. Failure to return this document may mean issue of cover documents will be delayed.**

**Terms of Business**

**I acknowledge and confirm that I have been provided with a copy of the Terms of Business of Keaney Insurance Brokers Ltd and that I have read through, understand and agree to these terms. I also consent to the deduction of an administration fee from a rebate which may be due to me following an alteration to an insurance policy.**

Signed:

Date:

Signed:

Date:

Client name:

Phone Number

Address:

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**Effective Date: 1 January 2013**

**Version No: 0035**