



KEYSTONE INSURANCE LIMITED – TERMS OF BUSINESS

These terms of business set out the general terms under which Keystone Insurance Ltd (henceforth known as the firm) will provide insurance and investment business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries, please contact the undersigned who will be happy to clarify matters. If any material changes are made to these terms we will notify you.

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Address Keystone House, Lisdoon, Newry Road, Dundalk, Co Louth, Ireland

AUTHORISED STATUS

Our firm is authorised in Ireland to provide the investment instruments PRSA's, Tracker Bonds, Listed shares and bonds and Insurance policies under Section 10 of the Investments Intermediaries Act, 1995, as amended.

Our firm is also registered as an insurance/reinsurance intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended)

Our firm is subject to the following Codes of conduct issued by the Central Bank of Ireland. These codes offer protection to our clients and all of the Codes can be found on the Central Bank's website www.centralbank.ie Consumer Protection Code 2012, Minimum Competency Code 2011, Handbook of Prudential Requirements for Investment Intermediaries, Fitness & Probity Standards 2011.

REGULATORY STATUS WITH THE CENTRAL BANK OF IRELAND

Keystone Insurance Ltd is regulated by the Central Bank of Ireland. Our Central Bank number is C49403, you can verify our regulatory status by telephoning the Central Bank at (01) 4344000.

OUR SERVICES

"Our firm provides its non-life services to our clients on a fair analysis basis. "Fair analysis of the market" means that our firm provides its non-life services on the basis of a sufficiently large number of contracts and product producers available on the market to enable our firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet our clients consumer's needs. When our firm provides life services to clients we provide this service on a limited analysis basis meaning that our firm provides life services on the basis of a limited number of contracts and product producers available on the market."

Keystone Insurance Ltd is an Insurance Broker who advises you and places, on your behalf, with Product Producers (Insurers) from whom we hold appointments, the insurance product or service that is most suited to your needs. The Company is a member of the Irish Brokers Association.

As insurance brokers, we choose from a large panel of insurers to secure the best possible Insurance package for our clients. We can advise on & provide all classes of business insurance such as Public & Employers Liability Insurance, Shop / Office & SME Insurance, Property Insurance, Personal Accident Insurance. We also advise on & provide personal general insurance products motor and house insurance. We can also provide life assurance products such as life cover, mortgage protection, income protection & serious illness cover.

COMMISSIONS & CHARGES

The firm is remunerated by commission and other payments following the placing of business with product providers from which we hold appointments. In certain circumstances, it may be necessary to charge a fee for services provided, depending on the complexity of the transaction and or product or service, the time spent sourcing a market, in such instances we will charge a fees which will be agreed in writing with the client in advance of the provision of service.

Our scale of fees is set out in the table below & all fees will be notified in advance of the placement of the policy.



Keystone
Insurance Made Simple

Class of Business	Initial Fee	Renewal Fee	Mid Term Adjustments/ Policy alterations /Cancellation Fee
Personal Lines	Up to a maximum €1,000	Up to a maximum €1,000	Up to a maximum of €1000
Commercial Insurance	Up to a maximum 500% of the premium	Up to a maximum 500% of the premium	Up to a maximum of €5000

- Duplicate Documentation up to a maximum charge of €30

Our firm receives remuneration from the product provider for the products we are recommending to our clients. Details of this remuneration are available on request.

In the event that part payment has been received in respect of a policy in which cover has been put in place & subsequently you the client decide to cancel the policy or are unable / unwilling to pay the balance of premium due to the insurer the policy will be cancelled by the insurer and we will notify you of this.

When such circumstances arise an administration fee of €250 will be deducted from the part payment received minus any amounts due to the insurers. Any excess amounts will be refunded to you the client. We will charge an administration of not more than €250 for any midterm policy adjustments depending on the complexity of the adjustment. In such instances we will charge a fee which will be agreed in writing with the client in advance of the provision of service

PREMIUM REFUNDS

We will refund any monies due to you within 5 business days of determining the refund amount. If you pay by direct debit, the refund will be used to adjust your remaining instalments and any remaining balance owing to you will be refunded.

Please note that any charges due to us as outlined in the Charges and Commission section will be deducted from any refunds due to you prior to being issued to you. This will be agreed with you in each instance

RECEIPTS

Keystone Insurance Ltd will issues receipts for each non-negotiable or negotiable instrument or payment received as required by Section 3.5 of the Consumer Protection Code. Receipts are issued with your protection in mind and should be stored safely.

CONFLICTS OF INTEREST

It is the policy of the firm to avoid conflicts of interest in providing you with insurance and investment business services. If this is not possible, you will be notified in writing in advance of completing such services.

DEFAULT ON PAYMENTS BY CLIENTS

The firm will exercise its legal rights to receive payments due to it from clients for business services provided. In particular, without limitation of the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Insurers and other product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or products terms for the details of such provisions. If no payments are received within the agreed payment schedule all cover will be cancelled from inception in agreement with the insurers. If partial payment has been received & payment of the balance has not been received within the credit terms an administration fee of



€200 will be deducted from any collected premiums after a time on risk [if applicable] has been paid to the relevant insurers.

Please note that Construction & Commercial Insurance along with contract/performance bonds are 100% Minimum & Deposit which means that in the event of cancellation none of the premium paid will be recoverable from the insurer. In the event that we arrange finance package with a finance company it is essential that the instalments are met as the finance company can demand that the policy is cancelled and they will exercise their legal rights to recover any balance due to them. This involves normal debt collection procedures such as legal action, debt collect procedures etc.

For more information relating to finance companies actions in the event of default please review their documentation carefully.

CUSTOMER DISATISFACTION & COMPLAINTS

We want you to be delighted with our services wherever you come into contact with our business & we aim to deliver consistently high standards of performance, and customer service. We understand that without satisfied customers, our business can't grow, satisfied customers is of paramount importance to us. There may be times however when our high standards are not met. If you are not happy with our services in any way, we welcome your comments and feedback.

We want to resolve any problems you might have experienced as promptly and effectively as possible and your feedback is invaluable in helping us improve our services.

The Keystone Customer Complaints Handling Procedure sets out the processes we employ for dealing with complaints and comments.

It establishes our commitment in relation to how we deal with complaints and the service you can expect from us.

Keystone Customer Complaints Handling Procedure

Step 1 - Notify Your Account Handler of your dissatisfaction

Please notify your account handler of your grievance. Once we fully understand your dissatisfaction we can work towards resolving it.

Step 2 – Customer Meeting

Should you not be satisfied with your discussions with the account handler we will arrange a meeting at a venue of your choosing to discuss your feelings face to face.

The venue is entirely at your choosing for example your premises, a local hotel, our offices etc.

Step 3 - Written Complaint to Keystone

If at this point you are still dissatisfied after our face to face meeting we ask that you make any complaint against our firm in writing outlining your grievance, your suggested remedy & any other issues you may wish to cover.

Step 4 - Formal Meeting

Once a written complaint has been received we will arrange another face to face meeting to resolve any grievances with 5 working days.

Step 5 - Written Acknowledgement of Complaint

After our formal meeting, should you remain dissatisfied we will provide a formal acknowledgement of your complaint & investigate your complaint fully. You will receive a regular written update on the progress of our investigation of the company

Step 6 - Final Response Letter

Keystone will issue a final response letter within 40 working days of receipt of the original written complaint.

Step 7 – Financial Services Ombudsman

In the event that you are still dissatisfied with our handling or response to your complaint, you are entitled to refer the matter to the Financial Services Ombudsman.

COMPENSATION SCHEME

The firm is a member of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. – see Appendix 1 for details.



APPENDIX 1

INVESTOR COMPENSATION SCHEME

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation of certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

Where an entitlement to compensation is established, the compensation payable will be the lesser of: 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998 or compensation for up to €20,000

For further information contact the Investor Compensation Company Ltd at (01) 4344000.

Data Protection

The firm complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The Data which you provide to us will be held in a computer database & paper files for the purpose of arranging transactions on your behalf and offering you additional services. All telephone calls are recorded for verification purposes. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Privacy Notice which is given to all clients at the time of data collection, our privacy notice is also available on our website.

We would also like to keep you informed by way of letter, email, telephone, SMS text or facsimile, of the various insurances, and any other services provided by us or associated companies with which we have formal business arrangements, and which we think may be of interest to you. If you do not wish to receive such marketing information, please tick the box below. Products of services may be purchased on your behalf through other third parties; this is in order to fulfil the provision of our service to you. In such circumstances we will ensure the third party is bound by similar data protection requirements.

The laws of Ireland form the basis for establishing relations between you & Keystone Insurance. All contracts, terms, conditions & communications relating to any policies you may enter into with this firm will be in English. The terms set out above apply to any service provided to you after the 03.10.14 & should this firm make material changes to its terms you will be notified in advance.

BY CHOOSING TO PURCHASE PRODUCTS FROM KEYSTONE INSURANCE YOU ARE AGREEING TO OUR TERMS OF BUSINESS.

From time to time Keystone Insurance may contact you with promotional offers, product up-dates, news and information by post, phone or email. Keystone Insurance endeavours to ensure that such contact be relevant to your situation based on information you have provided to us. If you do not wish to receive such offers please contact us via email at info@keystone, phone on 042 9393993 or post to Keystone Insurance, Keystone House, Lisdoon, Newry Road, Dundalk, Co. Louth.

Effective Date: August 2018