

Terms of Business Agreement

The Wilde
53 Merrion Square South
Dublin
D02 PR63

T +00353 (01) 553 0244
E info@kennetts.ie
W kennetts.ie

Kennett Insurance Brokers Ireland DAC are regulated by the
Central Bank of Ireland. Registered in Ireland – CRO
Registration 659206

Accepting our Terms of Business

The purpose of this document is to describe our professional relationship and the services we will provide to you. By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

This document contains important information. Please read it carefully as it sets out the terms of business on which we agree to act for you as a client and the services we provide. Please contact us if there is anything that you do not understand or agree with.

We would specifically draw your attention to the sections:

- Your Responsibilities
- Complaints
- Limitation of Liability

This TOBA supersedes any agreement previously in force.

About Us

Kennett Insurance Brokers Ireland DAC is regulated by the Central Bank of Ireland. We are a company registered in Ireland, CRO Registration 659206.

Our offices are based at The Wilde, 53 Merrion Square South, Dublin, D02 PR63 (telephone 01 553 0244).

Our email address is info@kennetts.ie

Authorisation with the Central Bank of Ireland

Kennett Insurance Brokers Ireland DAC (C434244) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Codes of Conduct

Kennett Insurance Brokers Ireland DAC is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website www.centralbank.ie

Our Service

Kennett Insurance Brokers Ireland DAC is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

We do not offer advice in relation to tax, accounting, regulatory or legal matters and you should take separate advice as you consider necessary regarding such matters.

Fair and Personal Analysis

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of general insurance. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in, and share of that market. The extent of fair analysis must be such that could reasonably be expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

Limited Analysis

We provide professional advice in relation to certain types of insurance policies on a limited basis and can arrange to provide these products and services with the following product producers with whom we have a written appointment:

- Family Fleet Policies - Chubb
- Commercial Insurance Policies – 360 Underwriting; Allianz, Aviva, AIG, Axa, Brady Underwriting, Chubb, Dual Group, Howden, Isure, FBD Insurance Plc, Munich Re Risk Solutions Ireland Limited, NBS Ireland, Optis, RSA, Tysers and Zurich.

Consumer Protection Code Addendum 2019

Pursuant to provision 4.58A of the Central Bank of Ireland's September 2019 Addendum to the Consumer Protection Code, we must make available in our offices and our website, a summary of the details of all arrangements for any fee, commission, other reward or remuneration provided to us which has been agreed with our product producers. Our Remuneration Document can be found displayed in our public offices and will soon be available on our website www.kennetts.ie

Non-Life

We can provide advice on and arrange products from the following range: household, holiday home, motor, commercial, public liability, employer liability, combined liability, commercial combined, property including contents and stock, property owners, motor fleet, professional indemnity, directors and officers and travel insurance and personal accident products.

We provide general insurance on a fair and personal analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

In some cases we may be granted authority from an insurance undertaking to conduct tasks on their behalf, for which we will be remunerated. Where we place your business with this insurance undertaking under this authority you will be notified in advance of the placement.

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover. Please also see sections 'statement of charges' and 'claims' which follow.

Payment of Premium

To ensure continuity of cover, where you have an existing policy which is due to expire and where we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewal and when we receive your instruction. You have the right not to avail of this service.

We do not pay premium to Insurers on your behalf until we have received it from you, nor will we pay claims or other monies due to you before they have been received from Insurers. However, in the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, Insurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we have made payment to you or on your behalf, or on any other insurance we handle for you.

Receipts

Kennett Insurance Brokers Ireland DAC shall issue a receipt to you for each payment received. This is required pursuant to the Consumer Protection Code 2012 (as amended). This is issued with your protection in mind and should be stored safely.

Ongoing suitability

The firm's services do not include ongoing suitability assessments.

Regular Reviews

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change which may

result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

Statement of Charges

We may earn our remuneration on the basis of fee, commission and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for initial advice provided. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 15 hrs.

We may be remunerated by commission from insurers on completion of business. Details of the commission arrangements are available on request. Where an override commission is received, this will be disclosed to you in general terms.

For Home and Private Car Insurance:

Our Brokerage fee is: €30

Cancellation or Mid Term Alteration fee: x% of the premium, with a minimum of €20. See further information below.

For All other insurance policies:

Commercial – Motor, Property and liability, or combined policies of this nature:

Brokerage, Cancellation and Mid Term Alterations - We will inform you of the amount of fee to be charged. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

For all policy types

Claims handling: Depending on case.

Brokerage and fees are earned at inception for the policy period and unless otherwise agreed with you, we will retain all fees and brokerage in respect of the full policy period. In the event of an adjustment or policy cancellation that results in a return of premium, we will refund the premium due, net of our full earnings.

In the ordinary course of business we may receive interest on client money and Insurer monies from the date we receive funds until we settle to those due to receive them. We confirm that we shall retain that interest.

We have a scale of charges for the AIS claims service but reserve the right to negotiate an additional fee with you if we believe there is exceptional or significant claims activity or there is a major loss requiring specialist assistance.

We reserve the right to make an administrative charge in respect of Mid Term Adjustments and the issue of Duplicate Certificates. All fees will be advised prior to the purchase of a policy.

Where you have asked us to provide quotations and have instructed us to place the cover with Insurers, any subsequent rescinding of those instructions may result in the charging of a fee for our time taken to obtain and place the cover.

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium. Payment can be accepted by cheque, bank transfer, credit and debit card.

Claims

In most cases we will administer your claims using our in-house investigators, Accident Investigation Services, for the period of our appointment. These services can be continued beyond that point by mutual agreement but will be subject to additional remuneration. However in some cases you may be required to deal directly with insurers or specialist claims firms or a loss adjuster.

You are responsible for notifying claims or potential circumstances that may give rise to a claim. Please refer to your policy summary or your policy document regarding notification requirements. Failure to adhere to the claims notification requirements, as set out in the policy or other coverage document, may entitle insurers to deny your claim. Please contact us if you would like advice regarding claims issues

If an insurer reserves rights, declines or delays settlement of a claim or becomes insolvent, we will inform you and await your instructions. We will not accept liability for any unpaid amounts properly due from insurers.

We reserve the right to negotiate an additional fee with you if we believe there is exceptional or significant claims activity or there is a major loss requiring specialist assistance. Where we no longer act as your broker for any reason, we reserve the right to transfer our claims information to your new broker.

Conflicts of interest

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service. A full copy of our conflicts of interest policy is available on request.

In some cases, we may be a party to a profit-share arrangement with product producers where we provide extra services for the provider. Agreements to this effect are not currently in place. Any such arrangement with any providers for which on your behalf we place your policy(ies) with them will be done so that at the time of placement where they are the most suitable to meet your requirements taking all relevant information, demands and needs into account.

Default on payments by clients

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services

provided. In particular, without limitation to 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.

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 product terms for the details of such provisions.

Vulnerable Clients

If your financial, health or any other personal circumstances makes you vulnerable or in need of assistance, please inform us and we will offer reasonable assistance in your dealings with us.

Complaints

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints are made in writing. We will acknowledge your complaint in writing within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of, or response to, your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman response to, your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaints procedure is available on request.

Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Kennett Insurance Brokers Ireland DAC is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible.

Please contact us at aconway@kennetts.ie if you have any concerns about your personal data.

Insurer Security

We can use Irish and overseas insurers. Where overseas insurers are used it should be noted that a different legal and regulatory regime may apply and therefore your ability to enforce your legal rights or seek compensation may vary.

We will provide you with details of the insurers which we use to insure your risk but we cannot guarantee their solvency. The final decision on the choice of insurer rests with you. Please contact us if you have any concerns about your insurer.

As a general principle we do not use unrated insurers. Please contact us should you wish to discuss this further

Credit Checks and Affordability Checks

We and other firms involved in arranging your insurance (insurers, other intermediaries, other WF Risk Group (Holdings) Ltd Divisions or finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. This is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds.

Affordability checks may be conducted when arranging premium credit, or if the credit agreement is altered or added to. Please note that you may not be accepted for credit, and you may be declined for requests for additional credit. If you have any queries about this or any other matter, please do not hesitate to contact us.

Provision of Information

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve the right to take action to protect proprietary information.

Limitation of Liability

Our aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this agreement or the services provided hereunder shall be limited as follows:

- (i) We will not be liable to you for any direct or indirect losses, damages or expenses incurred or suffered by you as a result of or in connection with any service that we provide to you unless arising directly from our negligence, wilful default or fraud
- (ii) In no circumstances will we have any liability for consequential or special damages, loss of profit or goodwill, howsoever arising
- (iii) Without prejudice to any other provision in this clause, if you suffer or incur losses, damages or expenses as a result of or in connection with any service that we provide to you otherwise than as a result of our wilful default or fraud, you agree that our total liability to you for such losses shall not exceed €1m
- (iv) Nothing in this agreement will limit or will be construed as limiting our liability for death or personal injury resulting from our negligence.

- (v) Nothing in this agreement will exclude or restrict any duty or liability that we may owe to you under the regulatory system.
- (vi) We will not be liable to you for any losses, damages, costs or expenses incurred or suffered by you as a result of our use of faulty computer systems or software supplied to us by a third party.
- (vii) We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason beyond our control, including without limitation any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, Acts and Regulations of any government or the failure of any relevant third party, for any reason, to perform its obligations to us.

Your Responsibilities

Providing Information to your Insurers - Your Duty of Disclosure (what to tell us)

The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers. Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.

Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments

You are required to answer all questions posed by us or the insurer honestly and with reasonable care – the test will be that of the ‘average consumer’.

Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

Completed proposal forms/statement of fact

Completed proposal forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

We will provide guidance but we are not able to complete the document for you.

Payment

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

Breach of your duties

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

Cancellation of a Contract of Insurance

If you have taken out a general insurance contract, and we have not met face to face during the process, you may cancel the contract by giving notice in writing to us within 14 days after the date you were informed the contract is on cover.

If you have taken out a general insurance contract, and we have met face to face during the process, you may cancel the contract by giving notice in writing to the insurer within 14 working days after the date you were informed the contract is on cover.

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.

This right to cancel does not apply where in respect of general insurance, the duration of the contract is less than one month.

Post-Contract Stage, Ongoing Disclosures and Claims

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

5% of the claim settlement amount where the claim settlement amount is less than €40,000, or 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

Commercial Customers: Non-Consumers

Disclosure of Information – IMPORTANT

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

Examples of material information are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.
- Material information about you in a personal capacity or acting as a Director for your business, or as a Director for another business.
- Financial or adverse history in a personal capacity, or acting as a Director for a business, or a acting a Director of a firm which went into liquidation.

This list is not exhaustive.

You should therefore always provide complete and accurate information to us regarding the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

Renewal

We will contact you in advance of your insurance renewal to collect renewal information and will provide you with renewal terms when we receive these from insurers.

Change in Circumstances

The duty of disclosure as described above applies for any alteration, extension or renewal of your insurance contract and therefore you must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

Premium Payment

You will provide settlement with cleared funds, of all monies due in accordance with the payment date on our invoice. Failure to meet this date may lead to cancellation of your insurance contract particularly where a payment is a condition or warranty of a contract.

THE FOLLOWING APPLIES TO BOTH CONSUMERS AND COMMERCIAL CUSTOMERS

Your Policy Documentation

Although we check the contract documents we send you, it is your responsibility to review them and ensure that they accurately reflect the cover, conditions and other terms that you require, and meets your demands and needs. Particular attention should be paid to any policy conditions and warranties, as failure to comply may invalidate your coverage. If there are any discrepancies, you should consult us immediately.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

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

The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme.

Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will arise only: If the client is an eligible investor as defined in the Act; and
If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
To the extent that the client's loss is recognised for the purposes of the 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 of up to €20,000.

For further information, contact the Investor Compensation Company Ltd at (01) 224 4955.

Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €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 Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

Money Laundering, Sanctions & Proceeds of Crime Act

To comply with money laundering regulations there are times we may ask you to confirm your identity. We are required to have systems and controls in place to protect our company and our clients from the risk of financial crime. In order to achieve this we may ask you for additional information to assist us in establishing identity or legitimacy of insurance transactions that you ask us to undertake on your behalf.

We may check your details against financial crime databanks and if false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

Phone Recording

We may record and monitor telephone conversations for regulatory, training and quality purposes.

Termination, Cancellation and Transfer

This agreement may be terminated by either one of us giving 30 days' notice in writing to the other.

If our services are terminated at any time we reserve the right to retain any fees or brokerage received or to claim any that are still payable as due for placing and arranging the policy. Relevant run off claims information will be transferred to the new broker appointed by you. However if you wish us to handle the run-off claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

Amendments

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Unless we hear from you within 30 days of receiving an amendment to our terms then we will consider that they have been accepted.

Governing Law

This agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with the laws of Ireland and any dispute arising under it shall be subject to the exclusive jurisdiction of the Republic of Ireland courts.

