

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.

Contact: Anthony Woods

Phone 042 9393993

Email complaints@keystoneinsurance.ie

Web www.keystoneinsurance.ie

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

AUTHORISED STATUS

Our firm is 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, 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 or alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website www.centralbank.ie.

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.

We cannot guarantee the financial stability of the Insurance Companies with whom we place business, but once a premium is paid to us and you have been provided with a Section 30 receipt these monies are deemed to be paid to the Insurance Company in question which gives comfort to our clients. We do not have any "tied" relationships with any institution that would compromise our ability to offer you fair advice and choice. We will not indemnify clients in respect of the failure of any insurer product producer.

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.

At the inception of a new policy or on a subsequent renewal we may offer you various optional insurance products or services such as legal protection or personal accident. Such optional covers or benefits will be clearly indicated to you as such and the cost will be shown separately on our documentation. If you wish to avail of these optional extras; covers or benefits please inform us or remit the appropriate premium. You do not have to purchase the optional products in order to purchase the insurance product.

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, statements of fact, claim forms, and other documents are, to the best of 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 or your policy cancelled. If you have any doubts as to whether any information is material it should be disclosed.

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.

| Class of Business | Initial Fee | Renewal Fee | Mid Term Adjustment s/ 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 we may retain any fee we have charged which 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 may also retain any fee we have charged in the event that you choose to cancel your policy from inception and/or not take up (NTU).

PREMIUM REFUNDS

If you cancel your policy and are due a premium refund, or if you are due a refund for any other reason, 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.

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. 3rd Floor

Lincoln House, Lincoln Place, Dublin 2. Lo Call
1890 88 20 90.

Each complaint will be recorded and acknowledged in writing within 5 working days of receipt, updates will be advised in intervals of not more than 20 days and we will endeavour to resolve a complaint within 40 business days and findings will be furnished to you within 5 working days of completion of the investigation.

CALL & VOICE RECORDING

Keystone Insurance Ltd may record telephone calls, inbound and outbound, for regulatory, quality, training and verification purposes. These facilities are in place for security, quality, training and verification purposes.

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.ie, phone on 042 9393993 or post to Keystone Insurance, Keystone House, Lisdoon, Newry Road, Dundalk, Co. Louth.

Effective Date: November 2018

Privacy Notice

Keystone Insurance Limited is committed to respecting and protecting your privacy and would like you to feel safe when you give us your personal details.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to General Insurance products.

To provide you with relevant information, provide a financial services product, and respond to your requests, we will request that you provide us with information about yourself and the products/service you require.

This Privacy Notice will inform you of the information we gather and how it is used and for long we maintain your data.

Keystone Insurance Limited complies with EU General Data Protection Directive (GDPR) for the collection, use, and retention of all personal data.

Name and Contact Details of our firm

Keystone Insurance Limited
Lisdoon, Newry Road, Dundalk, Co Louth
(T) 1890 987 600 +353 42 9393993
(E) info@keystoneinsurance.ie

(If you have any questions or comments about our privacy notice or practices, please contact us).

Types and categories of personal data held

We gather, record and hold information on you in order to provide you with a product/service. Information required to provide you with a professional service and/or insurance product(s) will be recorded.

Use of the information we gather

When we collect personal information about you, we tell you why we are asking for the information and what we intend to do with it. You will have the option of not providing the information, although in these instances, you may not be able to access certain products/services.

Our reason for processing your data under the GDPR is in order to be able to provide you with a retail financial product. We require the

information from you in order to assist our firm to ascertain your actual needs/requirements.

Retention of your Personal Data

Data will not be held for longer than is necessary for the purpose(s) for which they were obtained – We will process personal data during the duration of any contract and will continue to store only the personal data needed on a manual file, on the Relay Applied Systems Software application and, on the Relay icloud system. Your data will be held for a period of 7 years. This is to allow us to meet our legal obligations.

Sharing information with third parties

Personal data we collect from you, or that you provide to us, will be processed by us, including the data collected in relation to contracts of insurance with insurers for which we act as insurance intermediaries and credit agreement contracts when we act as a credit intermediary – we share this data with the product providers we hold agencies with. We do not share your data with any other 3rd party.

Data security

Keystone Insurance Limited intent is to strictly protect the security of your personal information, only use the data for the purpose that it was collected for and carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate steps to safeguard and secure information we collect from you.

How to update and/or amend the personal information you have provided

You are entitled to know whether we hold information about you and, if we do, to have access to that information and have it corrected if it is inaccurate or out of date.

GDPR sets out the following rights:

- The right to access the personal information we hold on you
- The right to have your personal information sent directly to yourself or another organisation
- The right to have inaccuracies corrected

- The right to object, including in relation to direct marketing
- The right to restrict the processing of information
- The right to have information erased

The right to complain to the DPC

If you are not satisfied with how we store your client data or fail to satisfy a Data request you have the right to make a complaint to the Data Protection Commissioner, see contact details below:

Data Protection Commissioner, 21 Fitzwilliam Square, Dublin 2, D02 RD28, Ireland

Lo Call Number 1890 252 231

Fax +353 57 868 4757

E-mail info@dataprotection.ie

The most up to date version of this Privacy Notice can be found on our website http://keystoneinsurance.ie/wp-content/uploads/2018/05/PrivacyNotice_1.0.pdf

Effective Date: 25th May 2018