



40 Main Street, Bray, Co. Wicklow
T: +353 (1) 286 1301, E: info@kidds.ie, W: www.kidds.ie

TERMS OF BUSINESS

These Terms of Business set out the basis on which Eugene Corrigan Insurances Ltd t/a Kidd Insurances, 40 Main Street, Bray, Co. Wicklow will provide business services to you as a client of the firm. They also contain details of the regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services.

Eugene Corrigan Insurances Ltd is an associate company of Alan B Kidd & Co Ltd, Unit 6, Block E, Nutgrove Office Park, Rathfarnham, Dublin 14 which is regulated by the Central Bank of Ireland. As such both companies share common directors and employees.

Eugene Corrigan Insurances Ltd T/A Kidd Insurances is a member of the Irish Brokers Association.

Authorisation with the Central Bank of Ireland

Eugene Corrigan Insurances Ltd T/A Kidd Insurances is authorised by the Central Bank of Ireland under the Investment Intermediaries Act 1995 as amended and is registered with the Central Bank of Ireland as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Copies of the various authorisations are available on request. They can also be verified by contacting the Central Bank of Ireland on 1890 777 777 or viewed on their website www.centralbank.ie

Eugene Corrigan Insurances Ltd T/A Kidd Insurances is registered with the National Consumer Agency as a credit intermediary.

Statutory Codes

Eugene Corrigan Insurances Ltd T/A Kidd Insurances is subject to the following Codes of conduct issued by the Central Bank of Ireland;

Consumer Protection Code 2012, Minimum Competency Code 2011, Fitness & Probity Standards, Prudential Handbook for Authorised Advisors and Restricted Intermediaries.

These codes offer protection to our clients and all of the Codes can be found on the Central Bank website www.centralbank.ie

Services Provided

We are authorised to advise you in relation to a wide range of Insurance and Investment Products. We research the products on your behalf with the Product Producers (Insurers) with whom we hold appointments but we do not guarantee and expressly disclaim responsibility for the financial security of Product Producers (Insurers).

We will identify and select suitable products on a fair analysis basis from the Product Producers (Insurers) and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producers (Insurers), a list of which is available on request. This process applies to all classes of insurance policies with the exception of Schemes which are arranged with various Product Producers (Insurers) and Health Insurance which is placed with Aviva Health Insurance Ireland Ltd.

A Scheme is an arrangement whereby agreement is reached with a Product Producer (Insurer) to accept risks of a particular class or for a particular group of persons at preferential terms and premium. For example, Alan B Kidd & Co Ltd presently arrange Schemes for Childcare (including associated Home and Motor Insurances), Unoccupied Property, Caravans, Mobile Homes and Holiday Homes. If we have a Scheme in existence for the risk presented then we will not seek to obtain alternative quotations. We will however benchmark our Schemes against similar products thereby operating on a fair analysis basis.

We provide advice on Health insurance on a limited analysis basis (providing services on the basis of a limited number of contracts and product producers available on the market).

We provide advice in relation to the following product provider:

- Aviva Health Insurance Ireland Ltd.

Phone Calls Recorded

We may record inbound and outbound phone calls to / from our office for training and verification purposes.

Fair Analysis

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/or a specialist area. 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 the needs of a client.

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 their share of that market. The extent of fair analysis must be such that could be reasonably 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 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 who 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.

Our dealings with you

We prefer clients to give us instructions in writing in order to avoid possible misunderstandings or disputes. We will however accept oral instructions provided they are subsequently confirmed by letter. Any advice we give you will normally be in writing but if given orally it will be recorded. Once we have acted on your instructions we will not normally give you any further advice. However, we will review your insurances periodically and may write to you suggesting a review meeting. You, or we, may terminate the authority to act on your behalf at any time without penalty. Notice of termination must be given in writing.

Remuneration and Charges

Eugene Corrigan Insurances Ltd T/A Kidd Insurances is remunerated by commission and/or volume discounts and/or profit share agreements and/or a charge for arranging, or the provision of advice relating to Insurance. Details of remuneration are available on request. A charge is made to cover the sourcing of the product, administration costs, claims handling, risk management advice if applicable and ongoing service of your business. Charges are expressed as a monetary amount or a percentage of the total amount payable. Where any risk or product falls outside our standard terms we will advise you accordingly in advance and an hourly rate will be charged instead. In determining the rate and any additional charges, factors such as specialist skills, complexity, value, risk and urgency will be taken into account. You have the option to pay for our services in full by means of an agreed fee which would be greater than our normal Charges as outlined in this document and in such event no commission would be taken by us from the Product Producer. Where Charges differ from those outlined in this document, they will be advised to you in writing before the service is provided. Where the charge is expressed in terms of a percentage such percentage is applied to the total amount payable excluding optional covers.

CHARGES STRUCTURE

Charges by product/service type	Policy charges (up to)	Alterations (incl. cancellation charges) up to:
Private Car and Van (<1 ton)	€75	€40
Home (incl. Holiday home)	€75	€40
Unoccupied Private Property	15% (min. €75)	€50
Mobile home/Caravan	€50	€50
Camper Van	€50	€50
Travel (incl. group)	15% (min. €40)	€30
Motor Cycle	€75	€40
Personal Accident	15% (min. €50)	€50
Commercial/Combined(incl. Property and Liability)	15% (min. €150)	€50
Shop and Office package policies	15% (min. €150)	€50
Engineering (incl. Computers)	15% (min. €100)	€50
Marine Hull/Cargo & Goods in Transit	15% (min. €100)	€50
Professional Indemnity/Directors&Officers Liability	15% (min. €100)	€50
Bonds (Non investment)	15% (min. €50)	€50
Commercial Unoccupied Property	15% (min. €100)	€50
Motor Fleet	15% (min. €200)	€50
Minibus/Horsebox/Lorry	15% (min. €150)	€50
Large Trucks	15% (min. €150)	€50
Motor Trade/Garages	20% (min. €250)	€75
Farm and Agricultural	15% (min. €100)	€50
Livestock & Bloodstock	15% (min. €100)	€50
Creche and Childminding	15% (min. €40)	€50
Summer Schools and Historical Societies	35% (min. €75)	€50
Any non commission products	25% (min. €100)	25% (min. €50)
Special consideration/difficult to place risks e.g. old properties, non-standard construction, declined cases etc.	20% (min. €75)	€40
Charges- Services	Charges up to	
Duplicate Documents (all products)	€40 per document	
Special Request Documents (all products)	€40 per document	
Quotes (after first Quote) all products	€25 per quote	
Arrears	€40	
Swift Post	€10	
Credit Card Payments	2%	
Agreed Fees- all classes of business (See "Remuneration and Charges")	Hourly Rate	
Directors and Senior Managers	€250 per hour	
Account Executives and Team Leaders	€150 per hour	
Support Staff	€100 per hour	
Life, Pensions and Investments		

We are remunerated by commissions payable by the Product Producers (Insurers)

Finance arranged by Eugene Corrigan Insurances Ltd T/A Kidd Insurances (e.g. for monthly payment facility)

Kidd Insurances can arrange premium finance for a fee of up to 3% of the loan amount.

Life Assurance, Investments and Pensions:

Life Assurance companies and some Product Producers provide products such as Life Assurance, Serious Illness Cover, Income Protection, Savings, Investments, Pensions and PRSA's. Depending on your individual circumstances, we may provide you with advice in relation to the nature of these products and which products(s) may be suitable for your needs. You may, however, have particular areas of interest; in this case, we will be happy to give specific advice. We can give you a choice of different Life and Pension products from the Insurance Companies and Product Producers with whom we hold an appointment. On your instruction we can receive and transmit orders for such products on your behalf to these Insurers and Product Producers. With your agreement, we may review the policies you take out on a periodic basis to ensure you are kept informed as to their benefit and to check whether they are still suitable for your needs. We will also provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policies.

We will assist you with any queries you may have in relation to the policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policies. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the cover; particularly in relation to Permanent Health/Income Protection Insurance and Serious Illness Policies.

Specifically in relation to Permanent Health/Income Protection Insurance policies we will explain to you a) the meaning of disability as defined

in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a Serious Illness policy, we will explain clearly to you the restrictions, conditions and general exclusions which apply to the policy.

Eugene Corrigan Insurances Ltd T/A Kidd Insurances may be remunerated by the Insurance Company and Product Producers to whom orders are transmitted. Details of these payments will be included in a product information document which you will receive before an application form for a product is completed and extended details will also be included with your cooling-off letter.

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 also change. You must advise us of any changes and request a review of the relevant policy so that we can ensure that you are provided with up to date advice. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

Conflict of Interests

It is the policy of Eugene Corrigan Insurances Ltd T/A Kidd Insurances to avoid any conflict of interest when providing business services to our clients. However, where an unavoidable conflict arises you will be advised of this before any business service is provided. If you have not been advised of any such conflict you are entitled to assume that none arises.

Premium Handling

Eugene Corrigan Insurances Ltd T/A Kidd Insurances will accept payments in cash, by cheque and by credit/debit card in respect of all classes of Non Life insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended). We are not authorised to accept cash or negotiable instruments in any other circumstances.

Premiums are due at inception or renewal date of a policy. The terms of the legislation relating to Financial Regulation impose very strict rules in respect of the payment of premiums to Product Producers (Insurers). Premiums which have not been received from clients cannot be paid by us. Therefore to avoid policy cancellation, premiums must be paid strictly within agreed credit terms or otherwise immediately prior to inception of cover or at policy renewal date.

Alan B Kidd and Co. Ltd has legal obligations to issue receipts for each non-negotiable or negotiable instrument or payment received, and acknowledged for all direct debit mandates. These are issued with your protection in mind and should be stored safely.

Failure to pay or default

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

- non-payment of the premium due at inception, renewal or following a mid-term adjustment
- your bank returns your cheque
- non disclosure of relevant information

Our firm will exercise its legal rights to receive any payments due to it from clients for business services provided.

Cancellation

You, the customer can cancel your policy by notice in writing at any time. It may be that a rebate of premium is due to you but this is not always the case. For example, the policy may be subject to a minimum and deposit premium or short period rates may apply during the first period of insurance or if a claim is notified or in other circumstances as advised to you. A motor policy can only be cancelled from the date the Certificate of Insurance and Disc for each vehicle are returned.

Product Producers (Insurers) normally reserve the right to cancel a policy at any time by sending written notification to your last known address. For full details you should refer to the policy document.

In the event of cancellation of a policy we will, on request, send you any documentation or provide you with any information to which you have an entitlement.

Disclosure of Information

Please note it is essential to make full disclosure of relevant facts, including:

a) your medical details or history; and b) any previous insurance claims made by you for the type of insurance sought.

Failure to disclose all information may result in;

- i) your policy being cancelled
- ii) claims not being paid
- iii) difficulty in trying to purchase insurance elsewhere
- iv) a breach of the terms and conditions attaching to any loan secured on property.

If you are ever in doubt about whether or not something needs to be disclosed, the safest course of action is disclose it.

Claims

Your policy document will set out in detail what you should do in the circumstances of an accident or loss or event occurring which may give rise to a claim and it is important that you comply with these requirements. We will offer you assistance in the processing of your claim but you are

free to appoint a Loss Assessor to act on your behalf at your own cost.

Complaints Procedure

The Company has a written procedure in place for the effective consideration and handling of complaints. Any complaint should be addressed in writing to the Managing Director, Eugene Corrigan Insurances Ltd T/A Kidd Insurances, 40 Main Street, Bray, Co. Wicklow. This will be acknowledged within 5 working days of receipt, updates will be advised at intervals of not more than 20 working days and every effort will be made to resolve the complaint within 40 business days. The findings will be furnished to you within 5 working days of completion of the investigation.

In the event that you are not entirely satisfied with the firms handling of and response to your complaint, contact may be made with the Irish Brokers Association, 87 Merrion Sq, Dublin 2 and ultimately you have the right to complain to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or the Pensions Ombudsman, 36 Upper Mount Street, Dublin 2.

Investor Compensation

Investor Compensation Company Ltd (ICCL) Scheme

This firm is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and for the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should be aware that a right to compensation will only arise where 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 you fall within the definition of Eligible Investor as contained in the Act. The amount of compensation payable is limited to the lesser of 90 per cent of the amount lost or €20,000.

Irish Brokers Association (IBA) Compensation Fund Ltd

As a member of the Irish Brokers Association (IBA), Eugene Corrigan Insurances Ltd T/A Kidd Insurances 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 adequately to compensate any client of the member.