

Terms of Business

Keeley & Co Ltd
6 St Pauls Terrace, Northwood Street
Birmingham B3 1TH
Tel: 0121 236 1288 Fax: 0121 233 1970
Email: enquiries@keeleys.co.uk

The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this information to decide if our services are right for you.

Our Service

We are an Independent Insurance Intermediary and we will act on your behalf in:

- a) Arranging your insurance cover with insurers to meet with your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision;
- b) Helping you with any changes that you need to make to your insurance during the policy period;
- c) Telling you when you need to renew your policy in time to allow you to consider and arrange any continuing cover.

We offer a wide range of insurance products and have access to leading insurers registered to transact insurance business in the United Kingdom.

Security

We will advise you of the insurers with whom it is proposed to place any insurance on your behalf. However, we cannot and do not guarantee the solvency or continuing solvency of any insurer used. You should note that the financial position of an insurer can change after cover has incepted.

A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer becomes insolvent.

Documentation

We will issue documentation confirming details of the policy purchased, including the identity of your insurers.

We will advise you of the date(s) on which any premiums are due and, if relevant, the consequences of late payment.

Where required by regulation we will also:

- Set out your demands and needs as understood by us.
- Confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.
- Include a summary of the key aspects of your policy.
- Provide you with policy confirmation.
- Provide you with renewal terms in good time before the expiry of your policy, or notify you that renewal is not being invited.

It is important that you read all your documentation carefully and inform us immediately if you have any concerns with the coverage arranged for you.

Who Regulates us?

Keeley & Co Ltd is authorised and regulated by the Financial Services Authority. Our FSA number is 305553. Our permitted business is advising on, arranging, transacting and administering general insurance contracts. You can check this on the FSA's Register by visiting the FSA's website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy and when you renew your insurance policy. If you are in any doubt whether information is material, you should disclose it. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid and could result in part or all of your claim not being paid

If a form is completed on your behalf you should check that the answers shown to any questions are true and accurate before signing any document.

Premiums and Financial Aspects

We normally accept payment by guaranteed cheque or the Bankers Automated Clearing System (BACS).

You may be able to spread your payments through insurers instalment schemes or a credit scheme we have arranged with a third party finance company. We will give you full information about your payment options when we provide you with a quotation.

We may keep certain documents, such as your insurance policy documents or Certificates, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Our terms of credit are that you must pay premium due to us within seven days of the due date as shown on our invoice or by such other date that will be stated in writing to you.

Failure to pay premiums by the required date will lead to insurance cover being reduced or cancelled.

We will hold money received from you in our Client Bank Account. This bank account has been set up under strict rules laid down by the FSA. We will remit such money to insurers in line with our agreements with them.

We are the agent of insurers for the purpose of collection of premiums and bank money in line with their instructions. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FSA and your premium may be passed to these intermediaries for payment to insurers. We will retain any interest derived from holding your money.

Our Remuneration

As Independent Brokers we are usually remunerated by payment of commission by your insurance company. Please contact us if you wish to know how much remuneration we receive.

In certain circumstances we charge premiums net of any commission and charge you a fee for our services. In any case mid term adjustments will be subject to a £12.00 administration charge which will be shown separate to any additional/return premium. This charge may be removed from time to time, as agreed prior to the amendment taking place.

The method of charging will be agreed with you prior to the commencement of each period of insurance. The specific amount and purpose of any professional fee and administration charges will always be advised to you in advance. We earn the entirety of our commission and/or fees when your risk is successfully placed and take our commission and/or fees immediately upon receipt of payment unless agreed otherwise.

Alterations/Cancellation

In the event of an alteration or cancellation of the insurance contract after inception, insurers may return a premium to us, once our remuneration has been earned our brokerage or fees will not usually be returnable. We therefore reserve the right to retain our brokerage or fees in full in such circumstances.

Complaints Procedure

It is our intention to provide you with a high level of customer service at all times. All personal information about our customers is treated as Private and Confidential. However, if at any time, you are dissatisfied with the services we provide please:

1. Discuss the matter with the member of staff that deals with your insurance.
2. If you remain dissatisfied, please ask to speak to one of the Directors of the business:

Mrs Doreen Byrne

Mrs Luella Keeley

If you remain unhappy and your complaint relates to a contract of insurance, please direct your complaint to the Chief Executive of the insurer, as stated in your policy document.

If your complaint against Keeley & Co is valid, we may agree a mutually acceptable form of redress.

Should you feel the problem has still not been resolved then you may wish to refer to the Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR Tel: 020 7964 1000 Fax: 020 7964 1001

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk>.

By making a complaint, you do not prejudice your rights to any legal proceedings. The parties to a contract of insurance covering a risk in the United Kingdom are permitted to choose the law applicable to the contract. English Law will govern your insurance.

Financial Services Compensation Scheme
7th Floor Lloyds Chambers PortSoken London E1 8BN
Tel: 020 7892 7300 Fax: 020 7892 7301
Website: www.fscs.org.uk

Claims

As part of our service we can assist you with any claim you need to make. When you first become a customer we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim, please contact us.

When we receive notification of a potential claim we will inform the insurer without delay and, in any event, within three working days. We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

We will forward any payments received from insurers in respect of any claim, to you, without delay.

Confidentiality

All personal information about our customers is treated as Private and Confidential.

We will only use and disclose the information we have about private individuals in the normal course of arranging and administering their insurances and will not disclose any information to any other parties without their written consent.

We may pass information about you to credit reference agencies for the purpose of arranging payments via instalments and may also pass to them details of your payment record with us. We will not disclose any information to any other parties without your consent, unless required to do so, because we are authorised by the FSA, it is in the public interest, or we have to by law. We may, however, use the information we hold about you to provide information to you about other products and services which we feel may be appropriate to you.

We may use information we hold about our customers to provide them with other products and services that we feel appropriate to them. This may include passing information to our sister company L G Keeley (Life & Pensions) Ltd.

If you do not wish to receive marketing information from us please let us know by contacting us.

Under the Data Protection Act 1998, private customers have a right to see personal information about them we hold on our records. If you wish to exercise the right, or have any other related queries, you should write to

Mrs Doreen Byrne (Director)
Keeley & Co Ltd 6 St Pauls Terrace Northwood Street Birmingham B3 1TH

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting exchange register operated by Database Services Limited and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

These Terms of Business are subject to English Law.