Professional Indemnity for Surveyors



Proposal Form

Please read the following carefully before completing this proposal form. To present a clear and unambiguous picture and to ensure that underwriters understand the nature of your risk:

- An Individual or a Partner, Principal or Director of the Firm/Company must complete the proposal form in ink.
- Where a question is not applicable to your particular circumstances, please write N/A
- If there is insufficient space to answer questions please use an additional sheet and attach it to this proposal form
- Completing and signing this proposal form does not bind you, or insurers, to complete this contract of insurance.
- Any material contained in the Proposers website is not deemed to form part of this proposal apart from any information attached to the proposal in hard copy form.
- If this proposal relates to a new business or venture, please complete the questions as far as possible, giving estimated income and information about your anticipated activities.

Please ensure that all relevant sections of the Proposal are completed

a) Addresses of main office (inclu	ing telephone number)
7 Addresses of main office (metal	ing telephone number)
L	
	one Partner/Director/Principal/Member?
b) Does every office have at least If 'No' please advise how these office c) Email address	
If 'No' please advise how these office c) Email address	are supervised.
If ' No ' please advise how these office	are supervised.
If 'No' please advise how these office c) Email address Commencement Date of Firm	d) Website address
c) Email address Commencement Date of Firm a) During the past 6 years, has the	are supervised.

) Give details below of any pre	decessor firms	s for which cover is require	d.	
Give details below of:				
) Partners/Directors/Principals	s/Members			
Full Name	Age	Qualifications	Date Qualified	Number of years in this capac with the Proposer
) Consultants under a contract	of service wit	h the Proposer		
Full Name	Age	Qualifications	Date Qualified	Number of years in this capac with the Proposer
where the Proposer is a sole	principai, gi	ve details of the arrange	ements for office supervision	ion when the Proposer is abse
state number of other perm	anent staff			
a) Qualified	_	b) All Others		
Full Time Part Time		Full Time	Part Time	
	ncipal/Meml	ber or Employee underta	ake Valuations?	Yes No
Do any Partner/Director/Pri			Date Qualified	Are they registered as a Registered Valuer (VR)
=		ualifications		
'Yes', state: Name of Partner/Director,		ualifications		

Name of Partner/Director/ Principal/Member/Employee	Name of Previous F	Practice	Date Leaving
s or has the proposer been a member organisation?	of a consortium, joint ventu	re, group practice or simi	ilar Yes No
f ' yes ' please provide details.			
State gross fees (including those paid to the grown of th	to sub-contractors) for work (undertaken. For new ven	tures please provide estima
Clients Domiciled In	Dravious Voca Actual (6)	Last Vacy Astual (6)	Fouth couring Veen Fetiment
a) In Ireland	Previous Year - Actual (€)	Last Year - Actual (€)	Forthcoming Year - Estimat
b) In the UK/Channel Islands/Isle of Man			
c) The USA, its territories and possessions and Canada			
d) Elsewhere			
Total of (a) to (d) above			
Average fee from any client in the last year argest fee from any client in the last 3 yea			
	bove please give full details of th	e nature of the work under	taken and state the countries.
f gross fees are paid by clients in ' \mathbf{c} ' & ' \mathbf{d} ' a			
f gross fees are paid by clients in 'c' & 'd' a	<u> </u>		
f gross fees are paid by clients in 'c' & 'd' a			
f gross fees are paid by clients in ' c ' & ' d ' a			

10. Is cover required for Partners' Previous Business in respect of any partner named in 5a?

15. Please list by activity the approximate percentage of work carried out in each instance of gross fees received during the

	%
Architectural	Rent / Lease Reviews
Asbestos Surveys	Setting Out
Building Surveying	Surveying / Valuing – RESIDENTIAL
Auctioneering:	
a) Property	a) Full Structural Surveys
b) Livestock	b) Home Buyers Reports
c) Fine Art	c) Mortgage Valuations
d) Other (please specify)	d) Non lending Valuations
Building Society Agency	Surveying / Valuing – COMMERCIAL
nsurance Commissions:	
a) General	a) Structural Surveys
b) Life / Pensions / Endowments	b) Mortgage Valuations
c) Mortgage Broking	c) Non Lending Valuations
Estate Agency:	Property Management
a) Residential	a) Residential
b) Commercial	b) Commercial
c) Land / Agricultural	c) Estate Management
Contaminated Land / Environmental Surveying	Planning / Development Consultancy
Expert Witness	Planning Supervision under CDM Regulations
Feasibility Studies	Project Co-ordination
Hydrographic Surveying	Quantity Surveying
and Surveying	All Other work (please provide details):
oss Assessing/Adjusting	
Mineral Surveying	
Aineral Surveying	
a vou anticinate any major changes in these activities	as in the forthcoming 12 months?
o you anticipate any major changes in these activition 'Yes', please provide details.	es in the forthcoming 12 months?

17.

16.

Architecture	
Average total single project value of job undertaken:	
Details of largest contract undertaken:	
i) Total Contract Value	
ii) Fee Income	
Commercial Estate Agency	
Average individual property value handled	
Highest individual property value handled	
Quantity Surveying	
Highest total single project value of an individual job	
Highest own single project value of an individual job	
Average own total single project value of jobs undertaken	
Project Co-ordination (no responsibility for appointment of contractors / professionals)	
Average total single project value of jobs undertaken	
Highest total single project value of an individual job	
Highest own single project value of an individual job	
Project Management (responsible for appointment of contractors / professionals)	
Average total single project value of jobs undertaken	
Highest total single project value of an individual job	
Highest own single project value of an individual job	

	Current Year	La	st Year	Previous Year
Average annual number of reports				
Maximum single property valuation				
Average single property valuation				
Highest portfolio valuation				
Average portfolio valuation				
Twerage pertions valuation				
) Please advise your 3 largest clients				
Name		Annual Fee		
Name		Annual Fee		
Name		Annual Fee		
"				
d) Commercial Surveys / Valuations	for Lending purposes			
	Current Year	La	st Year	Previous Year
Average annual number of reports				
Maximum single property valuation				
Average single property valuation				
Highest portfolio valuation				
Average portfolio valuation				
e) Other Commercial Surveys / Valua	tion			
Valuation Size	Clie	nt		Client
Do you undertake drive-by or desk-to	on valuations?			Yes No
) Are they only undertaken under instruct	tion from your client?			Yes No
i) Are they only undertaken for re-mortga	ge or further advances?			Yes No
f ' No ' to i) or ii) above please provide det	ails:			
Do you utilise sub-contractors or con	sultants?			Yes No
f ' Yes ' please advise:				
The percentage of your gross fess to be	naid to sub-contractors or o	onsultants in the	current financial	vear?
) The percentage of your gross fess to be	paid to sub-contractors or o	consultants in the	current financial	year?

18.

19.

Details of selection and management criteria?

20.	Do you undertake any contract which involves:		_	
	a) Manufacture, construction, installation, maintenance, repair, alteration or treatment?	Yes	No	
	b) The sale or supply of goods or products?	Yes	No	
	If 'Yes' please provide full details including percentage of fees relating to such contracts.			
21.	Risk Management			
	a) Is the practice accredited to (or in the process of accreditation to) IS EN ISO 9000 Quality Systems or subject to a similar form of external assessment?	Yes	No	
	b) Do you operate a diary system covering the whole practice in order that deadlines are met and critical dates are not missed?	Yes	No	
	c) Does the practice works to a professional code of practice. If 'Yes', which one?	Yes	No	
	d) Are written contract conditions used in every case?	Yes	No	
	e) Are contracts always drafted by legal professionals or vetted by legal advisors?	Yes	No	
	f) Are contract or terms or terms of acceptance including any changes evidenced in writing specifying the work to be undertaken and the extent of your responsibility?	Yes	No	
	g) Prior to contracts being accepted does the practice check that contract specifications and customer requirements can be met by ensuring that they have the technical ability to undertake the contract, the resources and time?	Yes	No	
	h) Have you standard procedures for regular review of ongoing contracts internally and with clients?	Yes	No	
	i) Does the practice have written work instructions or checklists for the services provided?	Yes	No	
	j) Are working papers including records of all contracts, letters of engagement, subsequent amendments, client meetings and telephone calls retained for at least 5 years?	Yes	No	
	k) Do Management review working procedures at least every twelve months to ensure their continuing stability?	Yes	No	
	I) Is work done by staff regularly reviewed by a Partner/Director/Principal/Member or qualified manager?	Yes	No	
	m) Are all offices under day to day control and supervision of a principal and arrangements in place for the office supervision in the event of a principals absence?	Yes	No	
	n) Are Regular file reviews and audits conducted at least once every 12 months for all fee earners, including Partners/Directors/Principals/Members?	Yes	No	
	o) Do all cheques over €30,000 require two signatures?	Yes	No	
	p) Are cash books, receipts, counterfoils and bank statements checked independently by a Partner/Director/ Principal/Member at least monthly?	Yes	No	
	q) In respect of property management worki) Are deposit cheques always required?ii) Is it made clear as to whom are responsible for issuing notices?	Yes Yes	No No	
	r) Do staff and principals have training and development plans in place (e.g. participation in a Continued Professional Development programme)?	Yes	No	
	s) Do recruitment procedures include:			
	i) Obtaining written references	Yes	No	
	ii) Verifying qualifications and previous experience	Yes	No	
	iii) Checking for any previous Professional Indemnity claims or circumstances?	Yes	No 6 c	of 9

If 'No' to any of the above, give details below.				
Has any Partner/Principal/Director/Member/Consultant/Employee or any Person under contract of service with the Practice ever been the subject to any complaint or disciplinary proceedings, enquiries or investigation by any association or professional body within the last 5 years?	Yes		No	
If ' Yes ' to any of the above, give details below.				
Has the Proposer suffered any loss during the past five years through fraud or dishonesty of any Partner/Director/Principal/Member or Employee?	Yes		No) [
If 'Yes', state date, circumstances, amount and steps taken to prevent recurrence				
During the past 10 years has any insurer of this type of insurance in respect of the firm, its current Part Principals/Member and/or Predecessors in business ever:	tners	/Dire	ctors	/
	tners Yes	/Dire	ctors,	_
Principals/Member and/or Predecessors in business ever:		/Dire		, [
Principals/Member and/or Predecessors in business ever: a) Declined to insure?	Yes	/Dire	No	, [, [
Principals/Member and/or Predecessors in business ever: a) Declined to insure? b) Imposed special terms or conditions?	Yes Yes	/Dire	No No	, [, [
Principals/Member and/or Predecessors in business ever: a) Declined to insure? b) Imposed special terms or conditions? c) Cancelled or voided a policy?	Yes Yes Yes	/Dire	No No	, [, [
Principals/Member and/or Predecessors in business ever: a) Declined to insure? b) Imposed special terms or conditions? c) Cancelled or voided a policy? d) Requested the withdrawal of a claim?	Yes Yes Yes	/Dire	No No	
Principals/Member and/or Predecessors in business ever: a) Declined to insure? b) Imposed special terms or conditions? c) Cancelled or voided a policy? d) Requested the withdrawal of a claim? Current Insurance details a) Current renewal date of policy (if any) b) Name of Insurer	Yes Yes Yes	/Dire	No No) [
Principals/Member and/or Predecessors in business ever: a) Declined to insure? b) Imposed special terms or conditions? c) Cancelled or voided a policy? d) Requested the withdrawal of a claim? Current Insurance details a) Current renewal date of policy (if any)	Yes Yes Yes	/Dire	No No) [

		ertake work for any firm, company or organisation in which any Principal by he or she is able to make major policy decisions on behalf of such nisation?	Yes No
	If 'yes', state date, circum	nstances, amount and steps taken to prevent recurrence.	
29.	Has any person for wh	om this insurance is proposed:	
	a) Ever been convicted of motoring offence?	f or charged with (but not yet tried in respect of) a criminal offence other than a	Yes No
	b) Ever been declared bar	nkrupt?	Yes No
		restigation (e.g. following a complaint) by an Ombudsman? c) Ever been a principal e into insolvent liquidation or been the subject of a receivership or an administrat	
	If 'yes' state date, circum:	stances, amount and steps taken to prevent recurrence.	
30.		made or has anyone threatened to bring such a claim against the Propos or/Principal, consultant or employee during the last 10 years in respect of proposal relates?	
	Ever been declared ba	inkrupt?	Yes No
	If ' yes ', to above please p	provide details (by separate note if preferred).	
	Date of Claim		ny) of claim Estimated outstanding cost
		•	
	b) What actions/proce	edures have been taken to prevent a recurrence of the situation which ga	ave rise to each claim?
	b) What actions/proce	edures have been taken to prevent a recurrence of the situation which ga	ave rise to each claim?
		edures have been taken to prevent a recurrence of the situation which ga	
	Is any Partner/Director	r/Principal/Member/Consultant or Employee, after enquiry, aware of an inst the Proposer or any predecessors in business or any present or former Partner,	y circumstances which may:
	Is any Partner/Director a) give rise to a claim agai Director / Principal/Meml b) result in the Proposer of	r/Principal/Member/Consultant or Employee, after enquiry, aware of an inst the Proposer or any predecessors in business or any present or former Partner,	y circumstances which may: / Yes No
	Is any Partner/Director a) give rise to a claim agai Director / Principal/Meml b) result in the Proposer of Member incurring any los	r/Principal/Member/Consultant or Employee, after enquiry, aware of an inst the Proposer or any predecessors in business or any present or former Partner, ber? or any predecessors in business or any present or former Partner/ Director / Princip	y circumstances which may: / Yes No
31.	Is any Partner/Director a) give rise to a claim agai Director / Principal/Meml b) result in the Proposer of Member incurring any los c) otherwise affect the Co	r/Principal/Member/Consultant or Employee, after enquiry, aware of an inst the Proposer or any predecessors in business or any present or former Partner, ber? or any predecessors in business or any present or former Partner/ Director / Principasses or expenses which might be covered under the terms of this insurance?	y circumstances which m / Yes No

Duty of Disclosure

We want to clarify your responsibilities when you take out an insurance policy so that your policy can give you the protection you need.

If you are a Consumer (as defined in the Consumer Insurance Contracts Act 2019) you have an obligation to any answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused us not to have entered into this Policy or would have altered the terms on which we entered into this Policy, we are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). Following inception of your Policy, at renewal or any other time while the Policy is in force you must notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by us to you. It's also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

We need to be told many important and material facts so we can give you the maximum support when you need it. For a start, you must provide complete and accurate information to us before the cover starts and you must check that all the facts are correct on the Proposal Form or Statement of Fact. It's very important to remember that you must tell us about any material change to the risk following the inception of your policy, at renewal, or any other time while the policy is in force. It's also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

A material fact is relevant information (or misinformation) which could influence our decision to either accept the risk, or the terms offered. Failure to disclose all of the information could invalidate your policy. This means that claims may not be paid in full or perhaps not at all. This failure to disclose could have serious consequences when attempting to obtain insurance from any other provider.

Please make sure that you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Always ask us if you are unsure of anything and we will be very happy to help.

Important Notice About Your Duty of Disclosure - Non Consumer

You are entering a legal contract with an insurance company. That means you are obliged to answer or confirm all our questions honestly and disclose or confirm all information as set out in the Proposal Form or Statement of Fact. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all the facts are disclosed at the outset.

Such items include:

1. All previous claims or incidents

Even though a claim was made and did not succeed, or occurred anytime within the last five years, it will be recorded on a common claims register, to which most insurers have access. This register will be checked once a claim is lodged. If you omit to disclose a previous claim or incident that may have given rise to a claim within the last five years, then any future claim by you for any cover under the policy may not be entertained.

2. Description of Business Activities

A full and accurate description of your business activities must be disclosed.

3. Convictions

You must tell us about any criminal convictions, whether received anytime in the past, or pending actions, or which occur during the lifetime of the policy. If you don't your policy could be invalid.

4. Description of risk to be covered

We require an accurate description of any property to be insured. You must also tell us about any unoccupancy of your property, partial or otherwise.

It is really important that you disclose all information to us in full. If you fail to disclose a material fact or misrepresent a material fact in order to obtain insurance it can be considered fraud and we are obliged to hand over any documentation/call recordings or video footage in our possession to the relevant authorities, which may result in prosecution.

Declaration By The Proposer - Non Consumer

I/We declare that the foregoing statement and particulars are true and complete and I/we have disclosed all material facts and that this Proposal shall form the basis of the contract between me/us and the Insurers.

I/We agree that if any information has been given by any person other than myself/ourselves or if any part of this proposal has been completed by any person other than myself/ourselves that person is my/our agent for that purpose.

I/We agree to accept a contract of insurance subject to the terms and conditions of the Insurers Contract(s) and that the insurance(s) will not be in force until the proposal has been accepted by the Insurers except to the extent of any official Cover Note which they may issue.

Signed:	Position:
Date:	

KennCo Underwriting Limited is regulated by the Central Bank of Ireland. Reg. No. 0454673 Registered at Suite 7, Grange Road Office Park, Rathfarnham, Dublin 16

Important Notice About Your Duty of Disclosure - Consumer

You are entering a legal contract with an insurance company. That means you are obliged to answer all our questions as set out in the Proposal Form, or Statement of Fact honestly and with reasonable care. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all questions are answered honestly and with reasonable care at the outset.

Please take the below into consideration when answering the questions in the Proposal Form.

1. All previous claims or incidents

Even though a claim was made and did not succeed, or occurred anytime within the last five years, it will be recorded on a common claims register, to which most insurers have access. This register will be checked once a claim is lodged. If you omit to disclose a previous claim or incident that may have given rise to a claim within the last five years, then any future claim by you for any cover under the policy may not be entertained.

2. Description of Business Activities

A full and accurate description of your business activities must be included in your response to Questions 4 b) & 15.

3. Convictions

When answering Question 29 You must include information about any criminal convictions, whether received anytime in the past, or pending actions, or which occur during the lifetime of the policy. If you don't your policy could be invalid.

4. Description of risk to be covered

We require an accurate description of any property to be insured. You must also tell us about any unoccupancy of your property, partial or otherwise.

Where a fraudulent misrepresentation has occurred we may terminate the contract and are obliged to hand over any documentation/call recordings or video footage in our possession to the relevant authorities, which may result in prosecution.

Declaration By The Proposer - Consumer

I/We declare that the foregoing statement and particulars are true and complete and I/we have answered all questions asked honestly and with reasonable care.

I/We agree that if any information has been given by any person other than myself/ourselves or if any part of this proposal has been completed by any person other than myself/ourselves that person is my/our agent for that purpose.

I/We agree to accept a contract of insurance subject to the terms and conditions of the Insurers Contract(s) and that the insurance(s) will not be in force until the proposal has been accepted by the Insurers except to the extent of any official Cover Note which they may issue.

Signed:	Position:
Date:	

Important Notice for KennCo Customers

Your Insurer

Insured by, ERGO Versicherung AG, a German insurance company with its headquarters at Ergo-Platz 1, 40477 Düsseldorf, Germany. Registered No. HRB36466.

ERGO Versicherung AG, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht, Germany and regulated by the Central Bank of Ireland for Conduct of Business Rules.

KennCo Underwriting Ltd (KennCo)

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

Data Protection

Who we are

KennCo Underwriting Ltd is a data controller in relation to personal information held about you for the purpose of the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018. The information that you provide and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

What personal data do we collect

We collect and may continue to collect certain information about you or any individuals connected to your Policy ('data subjects') in the course of conducting our relationship with you. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

Why we collect & who we share your personal data with

This information will be processed for the purpose of underwriting and managing your insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it is provided. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Queries regarding your personal data

We abide by the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018 and if you have any queries with regards to how we use your personal data you may contact our Data Protection Officer at compliance@kennco.ie or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of our data privacy policy, please visit our website: www.kennco.ie/privacy-statement

Rights of Customers

You have the right of access to the personal data held about you by Ergo and KennCo by sending a written request to the Data Protection Unit, KennCo Underwriting Ltd, Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. You also have the right to require Ergo and/or KennCo to correct any inaccuracies in the information we hold about you.

Sharing of Information

We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

Insurance-Link

Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

Other

If you decide to proceed or have any other communication with Ergo and/or KennCo through or in relation to their products and services you accept the use by Ergo and/or KennCo of your personal data as indicated.

Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. A non-life insurance policy is typically a general household insurance policy like car or home insurance, and excludes life insurance or health insurance. The maximum compensation amount paid by the ICF is 65% of the cost of the insurance claim or €825,000 - whichever is lower. However, in the case of third party motor insurance claims, where an insurer is in liquidation the Fund will make a payment of 100% of an award.

A sum due to a commercial policyholder may not be paid out of the Fund unless the sum is due in respect of a liability to an individual. In addition, not all policyholder liabilities are covered by the Fund and excluded risks include health, dental and life policies.

The ICF doesn't refund the cost of insurance premiums that may have already been paid by the policyholder. It also only covers payments in respect of sums due under policies issued by non-life insurers authorised in Ireland or in other EU Member States. For full details on the ICF please visit the Central Bank of Ireland's website at www.centralbank.ie

ERGO Complaints Procedure

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, please contact the Broker who arranged your insurance policy.

If your Broker is unable to resolve the complaint to your satisfaction by close of business the following day, then you should contact:

The Complaints Manager
KennCo Underwriting Ltd
Suites 5 - 7 Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16

Phone: (01) 4994600, Fax: (01) 4954627

E-mail: complaints@kennco.ie

Your complaint will be acknowledged within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made. Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). This option is only applicable to individuals or incorporated bodies with an annual turnover of €3M or less however. The FSPO contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29 Republic of Ireland

Tel: +353 1 6 567 7000 E-mail: info@fspo.ie Website: www.fspo.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

ADDITIONAL INFORMATION

se state question number clearly.					