

Professional Indemnity for Architect & Engineers



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

1. Name of the Individual or Firm(s): (i.e. The Proposer) including previous and subsidiary practices requiring cover.

2. a) Addresses of all offices (including telephone number) and percentage of total fees in each.

b) Email address

c) Website address

3. Business Establishment Date:

4. a) During the past 10 years, has the name of the Proposer been changed or has any amalgamation, acquisition or take-over taken place or have any Principals departed, retired or died?

Yes

No

If 'yes', please provide details below

b) Give a description of the general nature of the work undertaken by the Propose including any areas of specialisation.

c) Give details below of any predecessor firms for which cover is required.

5. Give details below of:

a) Partners/Directors/Principals (please attach CVs)

Full Name	Age	Qualifications	Date Qualified	Number of years in this capacity with the Proposer
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b) Consultants under a contract of service with the Proposer

Full Name	Age	Qualifications	Date Qualified	Number of years in this capacity with the Proposer
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6. Give details below of previous business experience as appropriate or attach curricula vitae.

Newly established Practice please complete for each Partner/Director/Principal/Member

Existing Practice please complete for each Partner/Director/Principal/Member who has held such position with the Proposer for less than 5 years.

Full Name	Period Engaged in previous occupation	Name of Practice/ Company	Profession or Business	Position Held
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7. Name under which Practice is conducted: (i.e. The Proposer) including previous and subsidiary practices requiring cover

8. State number of other permanent staff

a) Qualified

b) All Others

Full Time

Part Time

Full Time

Part Time

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

Yes

No

If 'Yes', state:

Name of Partner/Director/Principal	Name of Previous Firm	Date Leaving
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10. Is or has the proposer been a member of a consortium, joint venture, group practice or similar organisation ?

Yes

No

11. State gross fees (including those paid to sub-contractors) for work undertaken. For new ventures please provide estimates

Please state your Financial Year End

	Previous Year - Actual (€)	Last Year - Actual (€)	Forthcoming Year - Estimate (€)
a) In Ireland			
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			
Largest Fee			

If gross fees are paid by clients in 'c' & 'd' above please give full details of the nature of the work undertaken and state the countries.

12. Is any work undertaken by the Proposer where the ultimate construction / installation is carried out outside of Ireland ? Yes No

13. Does the Proposer operate from offices other than Irish offices ? Yes No
If 'Yes', please state where

14. Does the Proposer enter into any contracts where the jurisdiction or applicable law is other than Ireland? Yes No

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

	%		%
Architecture - New Build		Interior Design (non-structural) / space planning	
Architecture - Refurbishment		Landscape Architecture	
Acoustic Engineering		Lift Engineering	
Architecture- Refurbishment		Marine Engineering	
Asbestos Inspection		Mechanical Engineering	
Building Surveying		Mining Engineering	
Chemical Engineering		Nuclear Engineering	
Civil Engineering		Piling	
Cladding & Curtain Walling		Planning Supervisor	
Drafting / CAD		Project Coordination	
Electrical Engineering		Project Management	
Electronic Engineering		Quantity Surveying	
Environmental Consultancy/Contamination Land work		Setting Out	
Expert Witness		Soil Engineering	
Feasibility Studies		Structural Engineering	
Foundations / Underpinning		Town Planning	
Heating / Ventilation		All other work (please provide details)	
Highways Engineering			
Interior Design (non-structural) / space planning			

16. Please indicate to what structures your activities extend:

%	%
Individual Dwellings	Schools / Universities / Libraries / Prisons
Low Rise Multiple Dwellings	Hotels / Leisure Centres / Recreational / Sports
Modular Dwellings (Repetitive)	Refineries / Petro-Chemical
High Rise Multiple Dwellings	Nuclear-Atomic Power Plants / Power Plants
Commercial Offices	Shopping Centres / Supermarkets
Manufacturing / Industrial	Roads / Motorways
Air conditioning for 'clean' rooms	Hospitals / Nursing Homes /other Healthcare
Amusement rides and lifting equipment	Ecclesiastical
Aviation Industry	Industrial Waste Treatment
Bridges / Tunnels / Mines / Dams	Landfills
Communication Systems	Design of fire protection and security systems
Refineries / Petro-Chemical / Power Plants	Roofing
Railways / Airports /Harbours / Jetties	Retail (other)
Warehouses	Multi Storey Car Parks
Specialist Glazing/ Cladding / Curtin Walling	All other work (please specify):
Water Schemes / Sewerage	Low Rise: less than 4 storeys
High Rise: over 4 storeys	a) Flats / Apartments
a) Flats / Apartments	b) Offices
b) Offices	

17. Please provide full details of the five largest contracts where construction has commenced in the last five years:

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

18. Please provide full details of your three largest contracts anticipated in the next three years

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

Name / Business of client:
Description of contract:
Start date:
End Date:
Total contract value (€):
Your income/fee (€):

19. Do you utilise sub-contractors or consultants?

Yes No

If 'Yes' please advise:

The percentage of your gross fees to be paid to sub-contractors or consultants in the current financial year?
The nature of work for which they are used?
Details of selection and management criteria?
Do subcontractors have their own Professional Indemnity Insurance in force?

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 subject to a similar form of external assessment? | Yes | No |
| b) Does the practice works to a professional code of practice. If 'Yes' which one ? | Yes | No |
| c) Are written contract conditions are used in every case? | Yes | No |
| d) 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 |
| e) Does the practice have written work instructions or checklists for the services provided? | Yes | No |
| f) 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 |
| g) Do Management review working procedures at least every twelve months to ensure their continuing stability? | Yes | No |

- | | | |
|--|-----|----|
| h) Is work done by staff regularly reviewed by a Partner/Director/Principal/Member or qualified manager? | Yes | No |
| i) Are Regular file reviews and audits are conducted at least once every 12 months for all fee earners, including Partners/Directors/Principals/Members? | Yes | No |
| j) Do all cheques over €30,000 require two signatures? | Yes | No |
| k) Are cash books, receipts, counterfoils and bank statements checked independently by a Partner/Director/Principal/Member at least monthly? | Yes | No |
| l) Do staff and principals have training and development plans in place (e.g. participation in a Continued Professional Development programme)? | Yes | No |
| m) 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 |
- If 'No' to any of the above, give details below

22. Has the Proposer or any member of staff, past or present, been the subject of any disciplinary proceedings by any professional or regulatory body? Yes No

Has the Proposer dismissed or is the Proposer considering dismissing any member of staff?
If 'Yes' please give details below.

23. Has the Proposer suffered any loss during the past 5 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

24. During the past 10 years has any insurer of this type of insurance in respect of the firm, its current Partners/Directors/Principals/Member and/or Predecessors in business ever.

- | | | |
|---|-----|----|
| a) Declined to insure? | Yes | No |
| b) Imposed special terms or conditions? | Yes | No |
| c) Cancelled or voided a policy? | Yes | No |
| d) Requested the withdrawal of a claim? | Yes | No |

25. Current Insurance Details

a) Current renewal date of policy (if any)
b) Name of Insurer
c) Excess (€)
d) Premium
e) Retroactive date

26. Please indicate the Limit of Indemnity required

€375,000
 €500,000
 €650,000
 €1,300,000
 €2,600,000
 Other, please specify

27. Please indicate the level of excess the Proposer requires

€1,000 €2,500 €5,000 Other, please specify

28. Does the practice undertake work for any firm, company or organisation in which any Principal holds a position whereby he or she is able to make major policy decisions on behalf of such firm, company or organisation?

Yes No

If 'yes' please provide details.

29. Has any person for whom this insurance is proposed:

a) Ever been convicted of or charged with (but not yet tried in respect of) a criminal offence other than a motoring offence?

Yes No

b) Ever been declared bankrupt?

Yes No

c) been the subject of investigation (e.g. following a complaint) by an Ombudsman? c) Ever been a principal of a business which has gone into insolvent liquidation or been the subject of a receivership or an administrative order?

Yes No

If 'yes' please provide details and dates.

30. a) Has any claim been made or has anyone threatened to bring such a claim against the Proposer or any Partner / Director / Principal, consultant or employee during the last 10 years in respect of the risks to which this proposal relates?

Yes No

If 'yes' please provide details (by separate note if preferred).

Date of Claim	Brief details of each claim	Cost (if any) of claim paid	Estimated outstanding cost
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b) What actions/procedures have been taken to prevent a recurrence of the situation which gave rise to each claim?

31. Is any Partner/Director/Principal/Member/Consultant or Employee, after enquiry, aware of any circumstances which may:

a) give rise to a claim against the Proposer or any predecessors in business or any present or former Partner/ Director / Principal/Member?

Yes No

b) result in the Proposer or any predecessors in business or any present or former Partner/ Director / Principal/ Member incurring any losses or expenses which might be covered under the terms of this insurance?

Yes No

c) otherwise affect the Company's consideration of this insurance?

Yes No

If 'Yes', give details including maximum potential cost (by separate note if preferred)

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2. Description of Business Activities 5 Z U b X U W W f U H Y X Y g M d h] c b c Z n c i f V i g l b Y g g U M h j] h Y g a i g h V Y X] g M c g / X "

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h] g f Y U m] a d c f h U b h H U h n c i X] g M c g / U] b z c f a U h j c b h c i g] b z i z n c i Z U] h c X] g M c g / U a U h Y f U Z M h c f a] g f Y d f Y g / b h U a U h Y f U Z M h] b c f X Y f h c c V h U] b] b g f U b W] h V U b V Y V t b g X Y f Y X Z F U X U b X k Y U F Y c V] [Y X h c \ U b X c j Y f U b m X c W a Y b h U h j c b # W f Y V t X] b] g c f]] X Y c Z c c h U] b c i f d c g g Y g g] c b h c H Y f Y Y j U b h U h c f] h Y g z k \] W a U m f Y g h] b d f c g / W h j c b "

Declaration By The Proposer
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: _____

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, Portlington, 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
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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

Use this space to provide further information in support of answers given to questions in this Proposal.
Please state question number clearly.