

Terms Of Business

Keaney Financial Services Limited of 30 Lower Leeson Street, Dublin 2 specialise in the provision of Retirement Planning, Life Assurance & Investment Services to consumers.

Authorised Status:

Keaney Financial Services Limited is authorised in Ireland under Section 10 of the Investments Intermediaries Act 1995 (as amended), as an Investment Intermediary to provide advice on transferable securities, tracker bonds, PRSA's, and deposits. Our firm is also registered as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018. Copies of our authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank on 1890 777777 or alternatively visit their website on www.centralbank.ie to verify our credentials.

We do not have a holding, direct or indirect, representing 10 per cent or more of the voting rights or of the capital in any insurance undertaking and likewise no insurer has a such a holding in Keaney Financial Services Ltd. We represent our customers when dealing with insurers.

Regulatory Status:

Keaney Financial Services Limited is regulated by the Central Bank of Ireland. Our regulator number is 37725. We are subjected to Central Bank's Consumer Protection Code 2012, the Minimum Competency Code, and Fitness & Probity Standards, which offer protection to consumers – these Codes can be found on the Central Bank's website www.centralbank.ie

Services:

Keaney Financial Services Limited provides advice on a fair and personal analysis basis in relation to insurance policies, PRSA's, and deposits. Life assurance products include Life Cover, Serious Illness, Mortgage Protection, Permanent Health Insurance, Pensions, PRSA's, Investments, and Savings Plans. We also transmit orders on client's behalf to any of the insurance undertakings or product producers from whom the Company holds letters of appointment (a list of agencies is available on request). We conduct broad based research to determine which product best suits the needs of our clients.

In relation to non-insurance-based investment products, other than bank deposit accounts, we provide advice on a limited analysis and non-independent basis, as we may receive remuneration from the product providers of such products. These products include structured products which may typically be listed bonds and shares, collective instruments, unit trusts, and tracker bonds. The product providers with which we currently hold agencies for such products are BCP, Quilter Cheviot, Cantor Fitzgerald, J & E Davy, Wealth Options, Newcourt, Quest Retirement Solutions, Conexim Advisors, MMPI, Broker Solutions and Quintas Wealth.

In certain circumstances, we may offer products with regulated insurers based on a limited analysis of the market. This limited analysis may occur where we operate a scheme product and the risk is eligible / suitable for same, or urgent cover may be required that does not facilitate a full market review. We also offer Health Insurance on a limited analysis of the market with Irish Life Health DAC. All scheme products are reviewed regularly so they remain fit for purpose. Where we have applied limited analysis, we will advise you accordingly.

Remuneration Policy:

Life Assurance: We do not normally charge fees to our clients as we receive commissions from product producers with whom business is placed. However, we can operate on a fee basis if required and if so, we will agree this basis with you.

We may receive regular renewal / funds based commission while your products remain in force, and these contribute to the costs of our ongoing administration and consulting services which we provide to you.

Details of remuneration and commissions receivable are shown on the Contact us page on our website www.keaneyfinancial.ie.

Ongoing Suitability of Investments/Insurance

We do not conduct periodic suitability assessments of insurance-based investment products or non-insurance financial instruments on an ongoing basis unless instigated at your request. However, 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 change. You must advise us of those changes and request a review of the relevant policy or investment so that we can ensure that you are provided with up-to-date advice and products best suited to your needs. 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 interest:

It is the policy of Keaney Financial Services Limited to avoid a conflict of interest when providing services to clients. Where an unavoidable conflict arises, we will advise you of this in writing before providing any business services. If you have not been made aware of any such conflict you may assume that none arises.

Complaints Procedure:

Keaney Financial Services Limited has in place a written procedure for the handling of complaints. This procedure ensures that all complaints are recorded and acknowledged within 5 business days. All complaints are fully investigated, and the complainant updated at intervals of not greater than 20 business days. We will attempt to investigate and resolve a complaint within 40 business days.

All complaints should be directed in writing to Mr. Terry Keaney, Complaints Officer, Keaney Financial Services Limited, 30 Lower Leeson Street, Dublin 2. In the event that a client remains dissatisfied with the handling of and/or response to a complaint they may refer the matter to The Financial Services and Pensions Ombudsman (FSPO), Lincoln House, Lincoln Place, D02 VH29, (01) 5677000, info@fspo.ie, www.fspo.ie.

Consumer Protection:

Keaney Financial Services Limited is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms covered by the Act. However, you should also be aware that a right to compensation would 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 the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation or €20,000.

Brokers Ireland Compensation Fund Ltd

As a member of Brokers Ireland, Keaney Financial Services Ltd is also a member of the Brokers Ireland 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 to adequately compensate any client of the member.

Default Remedies:

Product providers are entitled to withdraw benefits or cover if you do not pay your premiums when due. It is therefore critical to the guaranteed continuance of your insurance that premiums are paid in full when due.

Data Protection

Keaney Financial Services Ltd complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Keaney Financial Services Ltd is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will only be processed in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Statement; this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Statement is easily accessible. Please refer to our website www.keaneyfinancial.ie and if this medium is not suitable, we will ensure you can easily receive a hard copy.

Please contact us at compliance@kfs.ie if you have any concerns about your personal data.

Consumer Insurance Contracts Act 2019

Certain provisions of the Consumer Insurance Contracts Act, aimed at enhancing consumer protection, are set out below:

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

Post-Contract Stage and Claims

The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. (The insurer is under the same duty).

If, when making a claim, a consumer provides information that is false or misleading in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer on paper or on another durable means advising that they are avoiding the contract of insurance.

It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

You will be asked specific questions prior to taking out a policy. You are required to answer all questions asked by us, or the insurer, honestly and with reasonable care.

An insurer may repudiate liability or limit the claim payment if it establishes that there has been non-disclosure of material information and that the insurer would not have issued a policy or issued a policy on the terms on which it did if that information had been known to the insurer. Likewise, where there has been misrepresentation by a consumer, an insurer may, depending on the type of misrepresentation, reduce the amount of a claim or refuse to pay a claim.

A copy of an application form or proposal form, where such is relevant to the particular contract, will be provided to you showing the insurers specific questions and information required for underwriting purposes. You must review the document(s) provided and check that the answers you provided to insurers, or to us when assisting you to complete the application form or proposal form, are accurate. If any information or answer provided is incorrect you must notify us immediately.

Sustainable Finance Disclosure Regulation ('SFDR')

This EU Regulation is effective 10 March 2021. As the area of the SFDR is new and evolving without sufficient information being currently available, we do not currently assess in detail the adverse impact of investment decisions on suitability when providing investment or insurance advice. The key product providers with which we engage have developed responsible investment as part of their investment philosophies and sustainability policies. However, detailed information on specific fund recommendations we recommend is not always available. As further information on the approach being taken by product providers, and their internal/external fund managers, becomes available over the course of the next year, we anticipate reviewing these areas in our assessments.

Terry Keaney

Managing Director

Keaney Financial Services Limited,
30 Lower Leeson Street, Dublin 2.

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Email: tk@kfs.ie

Client Acknowledgement:

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Keaney Financial Services Limited and that I/we have read through and understand these terms.

These Terms of Business are effective from 1st January 2025 until further notice.



Keaney Financial Services Limited is regulated by the Central Bank of Ireland Reg Number: C37725

Directors:

Terence J. Keaney ACII
Z. Erdis ACII

Registered Office:

30 Lower Leeson Street
Dublin 2, D02 KP93, Ireland

Registered in Ireland:

No. 343550