

## IMPORTANT NOTICE

Financial Services Authority Status Disclosure Document and Customer Terms of Business

**Please read this notice carefully. If you have any questions regarding the content of this document then please contact us immediately**

### THE FINANCIAL SERVICES AUTHORITY (FSA)

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

### DISCLOSURE OF MATERIAL FACTS

Insurers must be kept informed of all material facts which have changed or arisen since this insurance was first taken out and / or last renewed.

**This is important because if such facts are not disclosed your insurance cover may not protect you in the event of a claim.**

Material Facts are those that are likely to influence an Insurer in the assessment or acceptance of a risk and it is essential that you disclose them. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy.

For Example: -

- Criminal convictions (e.g. arson, theft, fraud) of you, the Insured. If you, the Insured, were a company or residents association, then this would apply to directors or partners of the company.
- A property that is not maintained in a good state of repair, or is about to undergo structural renovations.
- Where the occupancy of the property has changed, advising status of tenant/trade or is unoccupied.
- Where you, the Insured, has had any insurance declined, renewal refused or special terms imposed by an insurer on any other similar insurance. If you, the Insured, were a company or residents association, then this would apply to directors or partners of the company.
- Any Previous Commercial Insurance Claims.

### VACANT PROPERTIES

**When a property becomes vacant precautions must be set against damage and in particular, malicious damage and arson. The following measures are considered reasonable in most cases, so please make sure these are met. However, circumstances may vary, so please advise us as soon as a property becomes unoccupied to ensure you are aware of Insurer's specific requirements.**

1. Mains Services of Electricity and Gas should be turned off and Water should be turned off and the system drained.
2. The premises should be cleared of any combustible materials or rubbish.
3. All doors and windows should be secured.
4. The premises should be visited once a week by a representative of the Insured.

### DISCLOSURE OF DATA

We must advise you that information supplied may be held on computer and passed to other Insurers for claims purposes. Insurers pass information to the Claims and Underwriting Exchange (CUE) database operated by Insurance Database Services Ltd. The aim is to help them check information provided and also to prevent fraudulent claims. When you tell us about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, the Insurers will send information relating to it to the database.

It is a condition of renewing your Policy that you agree to this information being passed to the Insurance Database Services Ltd and that Insurance Database Services Ltd may pass to your Insurer information that has been

received from other Insurers involving anyone insured under the Policy.

If you would like to gain further information regarding the above, please do not hesitate to contact us.

### COPIES OF DOCUMENTATION

You should keep a record (including copies of letters) of all information supplied to us for this insurance.

### WHO WE ARE

Cadogan Keelan Westall is a trading name of Barbon Insurance Group Limited. Our registered office is 4-9 Highview, High Street, Bordon, Hampshire, GU35 0AX

### OWNERSHIP

Caley Limited own 100% of the share capital of Barbon Insurance Group Limited and Propgen Insurance Company Limited.

### OUR REGULATORY STATUS

Barbon Insurance Group Limited is authorised and regulated by the Financial Services Authority. Our reference number is 308724.

Our permitted business is arranging and advising on General Insurance.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### WHAT WE OFFER

We offer products from a panel of carefully selected insurers who provide specialist products for Property Owners. Please let us know if you would like to see a copy of the list of insurers that we deal with.

### SERVICE WE PROVIDE

We are an Independent Insurance Intermediary and will provide advice in connection with any policy we arrange for you and in respect of any claim you make on a policy arranged by us.

In some instances we act for the Insurer, when this is the case we will advise you.

Where we advise and recommend a product we will explain our reasons for the recommendation.

### COMPLAINTS

Cadogan Keelan Westall is anxious to provide the best possible service. If you wish to register a complaint then please contact us. Our **Customer Care Policy** provides full information on how to do this. If we are unable to resolve your complaint you may be eligible to refer it to the Financial Ombudsman Service.

### FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation scheme (FSCS). If we cannot meet our obligations under our delegated authority, you may be entitled to compensation within the scheme. This will depend on the type of business and circumstances of your claim. Most General Insurance contracts are covered for 100% of the first £2000 and 90% of the remainder of the claim. In the case of compulsory classes of insurance, such as Employers Liability and Motor Third Party, insurance advising and arranging is covered for 100% of the claim without any upper limit.

You can obtain more information on the scheme from the FSCS.

## **CUSTOMER TERMS OF BUSINESS**

### **Payment terms**

Unless otherwise agreed we require full payment of the premium within 14 days of the policy inception or renewal date.

### **Client money arrangements**

We may hold client money as an agent of the insurance undertaking with whom your contract of insurance is placed. This agency agreement is in respect of all premiums received from you, all refunds of premiums due to you, as well as claim payments due to you. In terms of the agency agreement the insurance undertaking is responsible for the protection of the client money.

Client money which is not held as an agent of the insurance undertaking will be held by us on trust and deposited in Statutory Client Bank Accounts. We will inform you were we do not hold money as an agent of the insurance undertaking.

Client money may for the purpose of a transaction be transferred to another person such as another broker through whom the insurance contract has been placed.

Any interest earned on client money held by us will be retained by us for our own use.

### **Awareness of policy terms**

When a policy is issued you should read it carefully. The policy together with the schedule and any certificate of insurance forms the basis of the contract of insurance. If you are in any doubt over any of the policy terms or conditions please contact us immediately.

### **Claims**

If you need to make a claim you must notify us immediately. We will advise you of the action you need to take. You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from us or the insurer. All third party correspondence must be passed to us or your insurers unanswered and without delay.

### **Response to enquiries**

When we request information from you we will expect a response from you within 10 working days. Where circumstances prevent you from doing this we expect you to advise us at the earliest opportunity so that your actions can be agreed with us.

### **Quotations**

Unless otherwise agreed quotations will be valid for a period of 30 days from the date of the quotation.

### **Renewals**

We will advise terms of the renewal of your policy, or if we cannot offer renewal, in good time before expiry of your current contract of insurance

### **Cancellation**

Full details of your right to cancel your insurance contract are provided within the quotation where applicable, however, we reserve the right to retain a portion of our commission and /or fees. The portions of our commission and / or fee that we may retain will always be fair and in proportion to the service already provided.

### **Commission**

We earn a commission from insurers for the placing of your policies. Please note that you may ask us to provide you with the amount of the commission earned on your policies. Should you require commission disclosure please send your request in writing to The Compliance Department, Cadogan Keelan Westall, 4-9 Highview, High St Bordon, Hants GU35 0AX.