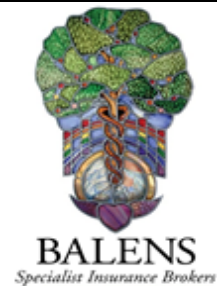


Balens Specialist Insurance Brokers

Affinity Schemes – UK

Key Points Document



Welcome to Balens

- Balens are a well-established, fourth generation family run business.
- We are a Specialist Insurance Broker for Health & Wellbeing, Fitness, Beauty, other Health Professionals and organisations
- We are experts in the development of Insurance wordings for Health and Wellbeing Professionals. These wordings are, in our opinion, one of the widest available on the market and include important features that other available cheaper insurance packages may not include.

What Cover does my Affinity Scheme Insurance Include?

1. Professional Liability and Malpractice Insurance Policy

- This policy is underwritten by Zurich Insurance plc (Zurich).
- This is a policy that provides cover for Professional, Public and Products Liability for Health and Wellbeing, Fitness, Beauty and other Health Professionals as noted and agreed by Balens Ltd.
- The policy provides a limit of liability of £4,000,000, £6,000,000 or £10,000,000 (referral only). This limit is per section and applies to any one claim, for an unlimited number of claims in the policy year for Section I and II unless otherwise stated in the schedule. The limit is in the aggregate for Section III. Legal Defence costs are covered in addition to the limit of liability and are unlimited.
- The policy is on a claims occurring basis with a difference. The policy will cover claims that occurred during the policy period irrespective of when the claim is made, meaning that you are protected for claims that may arise later down the line providing the work was carried out during the period of insurance. We include an upgrade of cover feature on the Zurich Policy that protects you against the effects of inflation, and rising court awards. This cover is a pioneering hybrid offering the advantages of a claims occurring policy with features normally only found on a claims made policy, but with none of the disadvantages, particularly around the issue of discontinuing cover and possibly being uninsured later on if a claim is discovered. This is a major improvement on what is often available through other insurers. Further information about this is available on our website www.balens.co.uk
- The policy will cover you to practice in the UK, cover is also included for temporary trips abroad (please note exclusions apply).
- The policy is an annual policy (unless otherwise stated in Schedule). The policy is renewable each year.

What is Insured?

Section I: Professional Liability

Cover includes:

- Any breach of your professional duty (malpractice) due to a negligent act, error or omission committed or alleged to have been committed.
- Any act of Libel or Slander committed or uttered in good faith.
- Unintentional infringement of any intellectual property right, design right, registered design, trademark or patent.
- Unintentional breach of confidentiality or unintentional misuse of any information.

Section II: Public Liability

Cover includes:

- Accidental injuries to third parties and third party property damage.
- Accidental obstruction, trespass or nuisance arising out of your business activities.
- Wrongful arrest detention and/or malicious prosecution.

Section III: Products Liability.

Cover includes:

- Accidental injuries to third parties and third party property damage caused by Products.
- Cover in respect of products supplied independently of any treatment, therapy and or advice is only provided where the annual turnover in respect of such Products supplied does not exceed £30,000.

General Extensions

- Loss of reputation cover up to £35,000 per occurrence.
- Expenses incurred to replace or restore lost or damaged documents up to £50,000 per occurrence.
- Retrospective Extension - cover provided by Sections I – III applies to events that happened prior to the commencement of this policy provided such an event is first notified to you during the period of insurance and the previous insurance policy in force at the time of the event will not respond. Full details of the previous policy must be provided.

General Exclusions

- Liability arising out of the injury of any employee.
- Liquidated, punitive damages and/or fines.
- Any liability caused by, contributed by or arising from nuclear radiation or contamination and/or in consequence of war, pollution and/or terrorism.
- Liability arising out of any criminal, fraudulent acts including sexual harassment.
- Liability arising from any claim or in connection with Tour Operators Liability as defined by the Travel Package Regulations.

General Restrictions

- Endorsements may apply to your policy. These will be shown in your policy documents.
- Cover excludes any treatment, therapy and/or advice to any persons under the age of 16 unless guardian or parental consent has been obtained and recorded on any treatment record.
- Cover for teaching and or training is not provided automatically where a certificate of competence is provided (this does not apply to healing activities or teaching/training provided by a Reiki Master). Cover for students is only provided if activities are supervised by a qualified person or the student is deemed competent to undertake such work by their school or tutor.

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by this policy. If you want to see the full terms, conditions and exclusions of the cover please refer to the policy document, which can be viewed here: www.balens.co.uk/zurich/bzpw.pdf

2. Commercial Legal Protection Insurance

- This policy is underwritten by DAS Legal Expenses Insurance Company Ltd (DAS)
- Cover for legal defence costs against criminal allegations.
- Pre-disciplinary and Disciplinary Hearings cover.
- Jury service and court attendance cover.
- Tax protection cover relating to a tax enquiry, an employer compliance dispute and/or VAT dispute.
- Unlimited access to legal and tax helplines.
- Counselling service.
- The policy provides a limit of liability of £100,000 per claim.

Please refer to the DAS 'welcome to your Legal Expenses cover' document and the DAS policy wording for further details.

3. Personal Accident Insurance

- This is an optional policy.
- The policy is underwritten by W.R.Berkley UK Limited.

Please refer to the Personal Accident Insurance: Insurance Product Information Document and Policy wording for full terms and conditions.

4. All Risks Insurance

- This is an optional policy designed to provide cover for therapy equipment, computers, photographic, electronic, office equipment and stock used in connection with your business
- The policy is underwritten by Covea Insurance plc.

Please refer to the All Risks summary and guide and policy wording for full terms and conditions.

Suitability Statement and Statement of Demands and Needs

Balens Ltd have devised and arranged a bespoke policy suitable for individuals and/or businesses working in the Health and Wellbeing industry. Your cover can be made up of four policies, for each policy we select from only one insurer. For each policy Balens have designed a bespoke policy wording with the insurer and have a delegated binding agreement in place. Each insurer has a good claims record and is financially secure.

This service is on a non-advised basis, which means we do not make a personal recommendation on the suitability of the product. We provide you with sufficient information to enable you to make an informed decision as to whether the policies and the level of cover provided will meet your demands and needs. We act as agent for the insurers involved when sourcing the policy and placing the insurance. In the event of a claim we act as your agent. Your insurance cover start and end date will be specified in your policy schedule. Your obligations to us and how to cancel your policy are detailed in our Terms of Business which are provided alongside this document.

Please read the sections below to ensure the cover you select is suitable for your requirements:

- **Professional, Public and Products Liability cover. The Insurer for this policy is Zurich Insurance plc**
The declaration form requires you to confirm that you are a Health and Wellbeing Practitioner and/or a Business that provides advice, treatment, activities or therapies to members of the public. As such you can be held legally liable for loss or damage to other people's property, injury or harm or financial loss alleged to have been caused to your clients, patients or other parties and you therefore require an insurance policy that meets this requirement. This policy has been designed with the above in mind and to provide defence and payment for damages for the above, as well as covering many additional risks.
- **Commercial Legal Protection cover. The insurer for this policy is DAS Legal Expenses Insurance Company Ltd.**
As a Health and Wellbeing Practitioner and/or Business Balens have recognised a requirement for additional cover relating to potential legal defence costs that may occur through the course of running your business. The Legal Expenses policy provides defence against criminal allegations and provides access to a legal advice helpline.
- **Individual Personal Accident cover (OPTIONAL). The insurer for this policy is W.R.Berkley UK Limited.**
If you select to include this policy, you confirm you require a protection policy that will provide a lump sum settlement to you, or your estate in the event of a total or permanent disability or death caused by accident. This policy will provide a short-term solution providing a maximum claims settlement of £25,000. Please refer to the Insurance Product Information Document for further details. If however, you are looking for a long term solution that provides protection against loss of income due to injury or illness or another type of protection policy, this policy will not be suitable. Please contact us for further information on the policies available.
- **All Risks Cover (OPTIONAL). The insurer for this policy is Covea Insurance plc.**
If you select to include this policy, you confirm you require a policy to provide protection against the loss, damage or theft of your therapy equipment, computers photographic, electronic, office equipment and stock used in connection with your business. You are required to select the level of cover that you feel is appropriate to your requirements and you have used a current full valuation for the goods and items concerned and you have considered and understand the potential of underinsurance. Please refer to the Summary and Guide for further details. If the value of your equipment and/or stock exceed the maximum value provided by this policy then the product will not be suitable. Please contact us for further information on the policies available.



Balens Limited

Bridge House, Portland Road, Malvern, WR14 2TA

Tel: 01684 580771 Fax: 01684 891361

www.balens.co.uk : info@balens.co.uk

Balens Ltd. is authorised & regulated by the Financial Conduct Authority. Copyright Balens Ltd. © 2014. All Rights Reserved. Authorised and Regulated by the Financial Conduct Authority in the United Kingdom - Balens Limited Registration Number FRN 305787 and regulated by the Central Bank of Ireland for Conduct of Business rules. Balens Financial Ltd (FRN 630456) is an Appointed Representative of Go IFA who are Authorised and Regulated by the Financial Conduct Authority under the FRN 530741. Balens Finance Services Ltd (Bifs) is authorised and regulated by the Financial Conduct Authority under the FRN 721566. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768



UK Terms of Business Letter for BALENS LIMITED



Important Document Please Read and Retain

Accepting our Terms of Business and the Financial Conduct Authority (FCA)

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us on 01684 893006. Balens Limited is Authorised and Regulated by the Financial Conduct Authority. Our FCA Register number is 305787. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. With regards to Consumer Credit our permitted business is credit broking in relation to instalment facilities within the UK, entering into regulated credit agreement as a lender and exercising or having the right to exercise the lender's rights and duties under a regulated credit agreement. You may check this on the FCA's Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on Tel: 0800 111 6768 or (Freephone) on 0300 500 8082 from the UK.

Our Service

Balens Limited is an Insurance Intermediary, not an Insurer, and our role and the service we provide is to support you with the purchase of insurance for either your own personal or business requirements. Depending on the insurance product this service may be on an advised or non-advised basis. We shall confirm this position to you in writing below or prior to the purchase of insurance. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. This document sets out our commitment to you as our client and outlines the principles we follow in doing business with you.

Specialised Scheme Insurance (Affinity Schemes):

As specialist Insurance Brokers for Health Professionals, Health Organisations & not for profit organisations, we mainly arrange Professional Liability, Medical Malpractice and Trustees/Directors Liability and select products from a limited number of insurers who provide us with Delegated Authority to bind cover for Affinity Groups and Individuals. We may recommend specialist Insurers/Brokers from time to time. Unless informed differently, this service is on a non-advised basis and we will provide you with the relevant information before we finalise your insurance arrangements, including the insurers we use, so you can make your own informed choice about how to proceed.

Commercial Insurances:

Balens Limited have a range of insurance products which are available to our Commercial clients;

- **Package and/or Scheme Business** – these bespoke policies have been specifically designed to meet a range of our clients' business insurance requirements. Core sections of cover are available in isolation or combined to provide a portfolio of packaged products. The majority of this business is written with single Insurers we hold a Delegated Underwriting Agreement with and we will provide this information before we finalise your insurance arrangements.
- **Open Market Commercial Business** – is any other business which does not fit our packages and/or schemes. We use a personal fair analysis of the insurance market and we will provide you with further information about this before we finalise your insurance arrangements. These are composite companies based in the UK or on the Lloyds Market.

Unless informed differently, the service we provide for our commercial business is on a non-advised basis and we will provide you with the relevant information, including the insurer(s) used, before we finalise your insurance arrangements, so you can make your own informed choice about how to proceed.

Personal Insurances:

We offer insurance for personal requirements in the following areas;

- **Income Protection Insurance** – We can source and arrange Personal Accident or Personal Accident and sickness insurance from one provider, W.R. Berkley UK Limited, who we hold a Delegated Underwriting Agreement with. Unless informed differently, this service is on a non-advised basis and we will provide you with the relevant information before we finalise your insurance arrangements, so you can make your own informed choice about how to proceed.
- **Handbell Insurance** – We can source and arrange Handbell Insurance from one provider, Covea Insurance plc, who we hold a Delegated Underwriting Agreement with. Unless informed differently, this service is on a non-advised basis and we will provide you with the relevant information before we finalise your insurance arrangements, so you can make your own informed choice about how to proceed.
- **Household Insurance** – we can source and arrange Household insurance which includes Legal Expenses Cover as part of the primary product. We select from a limited panel of insurers; Ansvar Insurance, Covea Insurance plc, Pen Underwriting, Policyfast, SJL Insurance Services and Zurich Insurance Plc. We also use other intermediaries such as Bennet Gould & Partners Ltd and Geo U/W Services Ltd to place household insurance; we will notify you the name of the insurer prior to conclusion of the contract. Unless informed differently, this service is on a non-advised basis; we will provide you with the relevant information before we finalise your insurance arrangements, so you can make your own informed choice about how to proceed.

Provision of Credit:

- We may, in certain instances, also arrange credit to you to assist in the payment of any premium you may owe in respect of an insurance policy you wish to purchase and occasionally membership fees to a professional association in connection with your business. The terms of any such arrangement will be set out in an agreement between you and the provider of credit (the **"Credit Agreement"**) prior to the provision of credit to allow you to make an informed decision. We can use Balens Insurance Finance Services Ltd (BIFS), which is a company under common ownership with Balens Ltd and forms part of the same group, the insurer who we place your policy with or Close Brothers Premium Finance. We will ensure that we offer you the lender with the most appropriate product to meet your requirements.

Complaints and Compensation

We are an Ethical Firm and aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us in writing to Mr. J. Balen, Balens Ltd, Bridge House, Portland Road, Malvern, Worcs, WR14 2TA or by phone on Tel: 01684 893006 and ask for Mr. Balen or email joe@balens.co.uk or complaints@balens.co.uk. When dealing with your complaint we will follow our complaint handling procedure; a copy of which is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity with an annual income of £1 million or more or trustees of a trust with a net asset value of £1 million or more). For further information you can visit FOS website www.financial-ombudsman.org.uk. You may also refer to the EU Online Dispute Resolution Platform <https://webgate.ec.europa.eu/odr>

In certain circumstances, if the Insurer of your policy is W.R. Berkley UK Limited you may wish to contact the Insurer directly: W.R. Berkley UK Ltd, Compliance Department, 40 Lime Street, London, EC3M 7HA. Telephone: 0207327 5693. Email: complaints@wrbunderwriting.com. In the event that you remain dissatisfied, it may be possible, in certain circumstances, for you to refer the matter to Complaints team at Lloyd's. Their address is: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN, Telephone: 020 7327 5693. Email: complaints@lloyds.com

We are covered by the Financial Services Compensation Scheme (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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (such as Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 78927300 or www.fscs.org.uk

Payment for our Services

In addition to the premiums charged by Insurers, we normally receive commission from the Insurers or product providers, details of which are available on request. Any commission we receive will be paid from the insurance premium payable by you. We will also, make charges for handling your insurance. You will receive a quotation, which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. For Catlin Insurance Company (UK) Ltd we may receive additional profit-sharing payments if the volume of business we place with this insurer reaches certain pre-agreed amounts. These additional payments will come from the overall payments that the insurer receives in relation to this type of business. With the Provision of Credit, we do not receive any commission, however, the provider of credit may charge a fee for non-payment or adjustment of debt and this will be explained in documents like the Credit Agreement. Please note that our payment terms are stated on our invoices and it is important that payment is made to us in line with these terms. We also draw your attention to the sections headed Cancellation of Insurances and Ending your Relationship with us. If in error, any of our clients overpay their insurance by less than £3, the overpayment will be donated to charity. Any overpayments of £3 or more will be refunded to the insured by the same method as the initial payment received. If you would prefer refunds of less than £3 to be paid to you or you wish to know more about our charitable donations, please contact us.

Handling Money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the Insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the Insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows the rules which the FCA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

Cancellation of Insurances and Provision of Credit

You should make any request for the cancellation of a policy or credit arrangement in writing and any relevant certificate of insurance must be returned to us. You are entitled to cancel the insurance policy within 14 days from the day after the day of conclusion of the contract (30 days for Income Protection policies). You will be charged for reasonable costs incurred in relation to the cover and services provided. Cancellation by you in other circumstances may result in enhanced, short-period charges as determined by us and/or the product provider. Credit arrangements can be cancelled within 14 days from the day after the day of conclusion of the contract. Cancellation of a credit contract at any other time may result in you being charged interest and the insurance policy being cancelled. Any refunds of less than £3 will be donated to charity, if you require more information concerning this please contact us. You should also be aware that, in certain circumstances according to the terms of the policy, Insurers may be entitled to cancel your policy and allow a proportionate return of premium. This does not apply to short term policies of less than one month's duration such as commercial risks, also many of our specialist Malpractice and Professional Liability policies do not have a return of premium available. If you allow your insurance policy to lapse we may not be able to reinstate the policy incorporating previous terms, conditions or at the same costing.

Ending our Relationship

You may terminate our authority to act on your behalf with 14 days notice (30 days notice with regard to Income Protection) or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Your Responsibilities

You are responsible for answering any questions or assumptions you may agree to honestly and to the best of your knowledge, providing the complete and accurate information which insurers and lenders require in connection with any proposal for insurance cover and/or the provision of credit. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid in part or full. They might also be entitled to keep any premium you have paid. For your protection, insurers maintain databases to prevent fraud and the information you give us may be subject to checks. If you are a commercial customer, you have a duty to give a fair presentation of risk to the insurer. This requires disclosure of every material circumstance which you and where applicable your senior management or persons responsible for your insurance know or ought to know following a reasonable search of information available. It should include all facts that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries. The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer.

If you are unsure whether to disclose any information you should speak to us. Failure to provide the 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can apply whichever remedy relevant to the way they would have acted if the breach had not occurred. This could include rendering the insurance void, proportionately reducing a claim settlement or amending the insurance policy terms and conditions then reviewing the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when questioned regarding the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy.

This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. You must read all insurance and credit documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, Insurers require immediate notification of a claim or circumstances that might lead to a claim.

You must inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy or the offering of credit. This includes any changes in details to contact you like your email or postal address. If you are unsure about any matter, please contact us for guidance. Changes of Circumstances Notification -You must notify us in writing if there are any changes since originally completing your proposal form or other relevant documentation, as this could have a bearing on your cover. We undertake to notify this to your Insurers and supply appropriate documentation for the alteration. If there are any changes in your financial circumstances that may affect your ability to repay any credit facilities we have arranged please inform us so we can assist you.

Processing and the Use of your Personal Data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process any personal data, we obtain in the course of providing our services to you we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details, criminal offences, financial information i.e. in respect of any County Court Judgement, Individual Voluntary arrangement, company voluntary arrangements etc., and where relevant to certain types of policies, your personal health information.

We will process your personal data to allow us to provide you with our services as your Insurance broker in quoting for, arranging and administering your insurances and in arranging premium finance where applicable. In processing personal data for insurance purposes about your health and any criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. In administering your insurances and/or claims, or applications for premium finance, we will only grant access to or share your data within our firm or other firms associated with us, i.e. authorised partners, third parties and our market service providers such as insurers and other product or service providers, premium finance providers, or your professional body/ training school, where we are entitled to do so by law under lawful data processing, or as required by law to comply with regulatory or legal requirements. These parties may be inside or outside the European Economic Area.

Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by emailing events@balens.co.uk, telephone 01684 898995, or by writing to Events, at Balens Ltd, Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA.

We will not otherwise use or disclose the personal information we hold without your consent. The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data. Subject to certain exemptions, you will be entitled to have access to your personal data. We will maintain records of the insurance or finance contract(s) we arrange on your behalf. It is our policy to keep records in accordance with best practice and as stated in our Privacy Notice.

If you require further information on how we process your data or you wish to exercise your right under the Act, please contact our Data Privacy Representative by emailing dataprotection@balens.co.uk or by writing to The Data Protection Representative at Balens Ltd, Bridge House,

Portland Road, Malvern, Worcestershire, WR14 2TA or by telephoning 01684 898995. How we process your personal data is detailed further within our Privacy Notice <http://www.balens.co.uk/privacy-notice.aspx>.

Claims Handling Arrangements

It is essential that we are notified immediately of any claims, or circumstances which could give rise to a claim providing details honestly and accurately. Your policy wordings will describe in detail the procedure and conditions in connection with making a claim. The final decision regarding the payment of a claim will be made by the relevant insurer. When providing a claims handling service, we will:

- Employ due care and skill if we act on your behalf in respect of a claim.
- Give you guidance on pursuing a claim under the policy and, if required, negotiate with Insurers on your behalf.
- Provide you with information about how to handle complaints and potential clashes between you and your clients.
- Inform you in writing if we are unable to deal with any part of a claim.
- Handle claims fairly and promptly and keep you informed of their progress.
- Account to you, without avoidable delay, once a claim has been agreed and settled.

Settlement of claims will be dependent upon decisions and collection from insurers. Part payment may be made during the collection process, but we cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim. Claims information may be used by Balens or insurers concerned for underwriting, statistical analysis, management information, market research and risk management. Insurers may pass your claims information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL) & the Association of British Insurers (ABI). Also, to prevent and detect fraud, insurers may share your claims information with the Police. We may also share your claims information with any association or professional body that you are a member of.

Quotation Validity Period

There is usually a 15- or 30-day validity period after which it will be necessary to re-quote. This will be stated in your quotation letter which you should refer to. It will be necessary to sign a further declaration after a 30-day period has expired in order to go on cover or continue cover. Cover for previous work performed (retroactive cover) may not be included by Insurers if a gap has occurred between a previous policy and a new or renewal one. Cover also needs to be provided after termination (run-off) on some of our specialised policies should you not take up a renewal from us, it is important to always refer to our instructions and information in this regard. When receiving quotations or information electronically if you wish to receive paper copies please contact us and we will provide this free of charge.

Governing Law

Balens Ltd undertakes its activities as an insurance intermediary in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.

Conflicts of Interest, Treating Customers Fairly, Call Recording and Marketing

Occasions can arise where we or one of our clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment. As an Ethical Firm we aim to treat our customers fairly. For training and monitoring purposes your telephone conversations with us may be recorded.

We may use your information to keep you informed by post, e-mail or other electronic means, about insurance, financial products and services which may be of interest to you as offered by Balens Limited and Balens Insurance Finance Services Limited. Information may be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted for these purposes. You can contact us at any time to have your details removed from lists used by us for marketing.

“We care for the carers”

Established in 1950, Member of the British Insurance Brokers’ Association

Balens are Authorised and Regulated by the Financial Conduct Authority Reference number-305787

Balens is a trading name of Balens Ltd. Registered in England and Wales, No 4931050

Registered office, Bridge House, Portland Road, Malvern, WR14 2TA

Personal Accident Insurance

Insurance Product Information Document

Product: Balens BLOCK Policy

W / R / B

UNDERWRITING

| a Berkley Company

This insurance is provided by W. R. Berkley UK Limited which is registered in the UK. W. R. Berkley UK Limited are a service company that is part of the W. R. Berkley Corporation group of companies, authorised and regulated by the Financial Conduct Authority in their capacity as an appointed representative of W. R. Berkley Syndicate Management Limited. They have authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited. (FRN: 710822).

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from Balens Ltd.

What is this type of insurance?

This is a personal accident policy to insure you against bodily injury.



What is insured?

Section A Personal Accident

This section only covers you for bodily injury and does not cover any claim caused or contributed to by sickness. We will pay the benefit shown in the schedule of benefits in the policy schedule if you suffer bodily injury during the period of insurance which results in your:

- ✓ Accidental death; or
- ✓ Loss of or loss of use of a limb(s); or
- ✓ Loss of sight; or
- ✓ Loss of hearing; or
- ✓ Permanent total disablement* (other than as a result of the specified benefits above); or
- ✓ Permanent partial disablement

* *Permanent total disablement meaning Total and absolute disablement which will entirely prevent you from engaging in your usual occupation for the remainder of your life.*



What is not insured?

- ✗ Discharge or explosion employing nuclear fission or fusion, chemical, biological, radioactive or similar agents.
- ✗ Radioactive contamination.
- ✗ War.
- ✗ Committing a criminal act.
- ✗ Taking part in civil commotion or riot.
- ✗ Committing suicide, attempted suicide or intentional self-injury or being in a state of insanity.
- ✗ Taking drugs, solvent abuse or alcoholism.
- ✗ Being a member of the Military services (other than UK volunteer reserve force).
- ✗ Travelling by air other than as a passenger in a licensed passenger aircraft operated by a licensed commercial air carrier.
- ✗ Riding or driving in any kind of race.
- ✗ Mountaineering or rock climbing normally requiring the use of ropes or guides.
- ✗ Carrying out any occupation or therapies other than those shown on your schedule.
- ✗ Sickness or disease (not resulting from bodily injury).
- ✗ Any gradually operating cause.
- ✗ Being in any locations outside the UK to which the Foreign & Commonwealth Office advise against "all travel".



Are there any restrictions on cover?

- ! Upper age limit for Personal Accident 71 years of age.



Where am I covered?

- ✓ You are covered 24 hours a day anywhere in the world subject to you not travelling against Foreign & Commonwealth Office advice.



What are my obligations?

- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell Balens Ltd without delay if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- You are required to keep to the conditions as stated in your full policy documentation.
- In event of an accident which may result in a claim under this insurance you must:
 - seek the attention of a duly qualified medical adviser as soon as practicable who you must allow to examine you for the purpose of reviewing the claim.
 - notify Balens Ltd without delay.
 - provide us with the necessary authorisations to obtain your medical information and correspondence relating to the subject of the claim or a related pre-existing condition.
 - provide Balens Ltd with all the information we reasonably require.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.



When and how do I pay?

- Balens Ltd will advise you of the full details of when and the options by which you can pay.



When does the cover start and end?

- This insurance cover is for a 12 month period and the start date and end date of the cover are specified in your policy schedule.



How do I cancel the contract?

- If this insurance does not meet your needs, or is no longer required, you can cancel your policy by contacting Balens Ltd.
- If you want to cancel your policy within the 14 day cooling off period of cover commencing we will refund your premium in full as long as no claim has been made.
- If you want to cancel your policy after the 14 day cooling off period there will be no return of premium.
- No refund will be provided if cover is cancelled and a claim has been made.

General Data Protection Regulations (GDPR)

Fair Processing Notice for Balens Ltd (Balens) and Balens Insurance Finance Services Ltd (BIFS)

In your dealings with Balens and/or BIFS you may provide information that includes data that is known as personal data. The personal data we collect will include data relating to your name, address, date of birth, wider contact details and where relevant data relating to health or criminal offences or credit history.

We will process your personal data to allow us to provide you with our services as your insurance broker and/or credit provider in quoting for, arranging and administering your insurances, for statistical analysis, to assess your suitability to our services (profiling) and in arranging insurance premium finance where applicable.

It will also be used to manage future communications between ourselves about our products and services. You can opt out from receiving such communications at any time by emailing **events@balens.co.uk** requesting to unsubscribe.

We will never sell or pass your data to anyone not connected with the products and services we offer. We will only use your data for the purpose for which it was collected, and only grant access to, or share your data within the Balens Group (including BIFS, and Balens Financial Ltd), with our authorised partners and market service providers such as insurers, and where we are required or entitled to do so by law under lawful data processing.

Our full Privacy Notice is available at <http://www.balens.co.uk/privacy-notice.aspx> along with the Privacy Notices for our principal insurance partners. If you require further information on how we process your data and our lawful bases for doing so, or would like a hard copy of our Privacy Notice please contact our Data Privacy Representative by emailing **dataprotection@balens.co.uk**

Further details regarding GDPR may be found on Balens website at: <http://www.balens.co.uk/news/gdpr-2018.aspx>



INSURANCE ACT 2015

Important Information for policy holders

Please read and retain



As your insurance intermediary we need to inform you from time to time of changes in the law and how this may affect your insurance arranged by us. The Insurance Act 2015 effective from 12th August 2016 is an important new development and the object of this leaflet is to bring your attention to it and to explain the implications of it. The new law is designed to be fairer to you in the event of claims being declined due to 'non-disclosure but requires you to play your part'. It is ESSENTIAL that you read the following information to see how it affects you as a commercial client of Balens Ltd when you take out a new insurance policy, renew an existing policy or make any changes to a policy during the year. If you have any questions or require additional information please do not hesitate to contact us at info@balens.co.uk

What you need to do:

- **Disclose all information** that the insurer needs to know before they quote for your insurance. This is called making a 'fair presentation'.
We may send out renewal documents earlier, allowing more time for you to collect the information for us and the insurer to review it. Our set of questions may extend, so please allow time to complete the insurance forms & Questionnaires. Importantly, if your policy covers several individuals you must seek answers to insurance questions from each of them. Likewise, if as a policy holder you are not an individual (a limited company for example, or a Board of Trustees), you must seek answers from your senior management or those responsible for the insurance (i.e. Those who participate in the process of procuring the insurance coverage). Insurers will expect you to undertake a 'reasonable search' for the information you provide to enable them to quote for your insurance. Never assume that information is known by all parties and you should disclose everything at each renewal, even if it's been disclosed before.
- **The facts you provide must be substantially correct and matters of belief or expectations must be made in good faith** – all statements and information you provide regarding your insurance must be truthful and given with the fullness of your knowledge. Statements about insurance must not be reckless or false, otherwise your cover may be affected.

If you have any doubts as to what information you should provide, please contact us at info@balens.co.uk

Why this is so important to you

Unless you make a 'fair presentation' you may find that claims are not paid, or are not paid in full and insurers may keep all of the premium you have paid.

- Where the non-disclosure is deliberate and reckless, the insurer will be entitled to void the policy, refuse all claims and will be entitled to keep your premium.
- Where the non-disclosure is neither deliberate nor reckless, the insurer has 3 options:
 - a) If they can prove that they would not have issued the policy on any terms, they may void the contract, refuse all claims but must return your premium;
 - b) If they can prove that they would have issued the policy, but on different terms, the policy is to be treated as if those different terms applied;
 - c) If they would have issued the policy at a higher premium, they may reduce the pay-out proportionately.

NOTE: If you have a policy underwritten by Zurich Insurance plc, you should note that they have taken a slightly different approach as detailed overleaf.

Zurich's additional premium approach

Charging an additional premium is not a right that is provided for by the Insurance Act 2015. Under the Act, if an insured's failure to make a fair presentation is not deliberate or reckless and the insurer would have charged additional premium if it had been aware of the relevant material facts, the insurer has the right to refuse the amount to be paid on any claim during the period of cover in proportion to the amount of premium that would have been charged.

By way of example, if the insurer would have charged double the amount of premium, the insurer would be entitled to reduce the amount payable on any claim during the period of cover by 50% (e.g. only £50,000 would be paid on any £100,000 claim).

Rather than reducing a claim proportionally, Zurich have instead decided to charge the additional premium that they would have charged if they had known the material facts and pay any claim(s) in full.

Zurich believe that their additional premium approach should – in most situations – be more favourable to you when compared to the proportional claim approach under the Act. However they acknowledge that there may be some situations where this will not be the case. For example, if there are no claims under the policy they may still charge the additional premium. It may also be the case that the additional premium they charge may be higher than the amount that the claim(s) would have been reduced by under the proportional claim approach.

Full details of the new fair presentation of risk clause has been incorporated into Zurich's policy wording, in place of clauses relating to the pre Act duty of disclosure. We would recommend that you read the new policy wording carefully, to ensure that you are aware of the revisions.



WELCOME TO YOUR LEGAL EXPENSES COVER

Your commercial legal expenses insurance is designed to help protect your business during every day legal issues, providing support, advice and cover against legal costs. This letter explains what you can expect from your policy as well as some claim examples on the reverse.

This cover is underwritten by DAS Legal Expenses Insurance Company Limited (DAS). DAS manage all claims and correspondence about your legal expenses insurance policy on Balens' behalf.

Here's how it works:

- 1 You have a legal problem, such as:
 - Criminal allegations made against you – A disciplinary hearing
- 2 DAS give you:
 - Unlimited access to legal and tax helplines
 - Unlimited use of an online legal document drafting service
- 3 If your claim is covered, DAS will:
 - Provide a specialist lawyer to act for your business, who will tell you if you're likely to win – Pay up to £100,000 to your lawyer to cover legal costs, including the other side's if you lose

You cannot:

- Claim for problems or disputes that started before you bought the policy
- Claim expenses incurred before your claim is accepted (e.g. the cost of consulting your own lawyer)

DAS will not:

- Continue with your claim if your lawyer doesn't think you have 51% chance or more of winning

We have enclosed your Policy Wording document which provides more detail on your policy.

Please take the time to read this document as it will help you understand your cover in more detail. Terms, conditions and exclusions apply to the policy.

If you have any questions about your policy, please speak to us directly. If you need advice on a legal or tax problem you can call the DAS helplines on **0344 893 0859**. You can use these helplines as often as you want.

James Henderson
MD Insurance



CLAIMS EXAMPLES

LEGAL DEFENCE

A Balens' policyholder was a naturopath and was arrested by the police following an allegation of sexual assault made by a client. The policyholder was released on police bail and contacted Balens to discuss the matter. They submitted the claim to DAS on behalf of the policyholder.

DAS accepted the claim and instructed an experienced solicitor to represent the policyholder. Following legal representations the police dropped proceedings. DAS paid for all the legal costs because they were below the limit of the policy.

DISCIPLINARY HEARING

A Balens' policyholder was subject to an allegation that they were unfit to practise as an osteopath due to a physical condition. As a result an investigating committee was set up to consider the allegation.

The policyholder called Balens first to discuss the situation. They submitted the claim to DAS on behalf of the policyholder, along with supporting evidence which was sent in to us.

DAS accepted the claim as the policyholder was more likely than not to win and instructed a specialist firm of solicitors who liaised directly with the policyholder. Prior to the hearing a barrister was also instructed.

Following legal representations the policyholder won their case and was able to return to work. DAS paid for all the legal costs as they were below the limit of the policy.

DISCIPLINARY HEARING

A Balens' policyholder received a complaint by the General Chiropractic Council in respect of his conduct in the treatment of a patient. The matter was referred to the bodies' disciplinary panel to investigate.

The policyholder called Balens first to discuss the situation. They submitted the claim to DAS on behalf of the policyholder, along with supporting evidence which was sent in to us.

DAS accepted the claim as the policyholder was more likely than not to win and instructed a specialist firm of solicitors who liaised directly with the policyholder.

The case was subsequently dropped by the General Chiropractic Council. DAS paid for all the legal costs as they were below the limit of the policy.