



# BALENS



## What do I need to do?

- 1) Check the activity sheets for the activity that you practice. You can add as many activities to the policy as you like, providing you hold a suitable qualification. If an activity is not listed, please add it to the list on the form and we will inform you if we require an additional premium or more information. If you wish to add any new activities to your policy, please forward a copy of your qualification. If you are a student in any activity and require cover for your case studies, please write student next to the activity.
- 2) Check the premium that you need to pay for the activity that you practice and then tick the appropriate box. You can pay by cheque which needs to be made payable to Balens Ltd, write card details on a separate sheet or call us with card details once we have received your form.
- 3) Answer the questions on the Proposal form and read the declaration, then please make sure that you fill your details in clearly and hand sign and date the declaration form.
- 4) Please state the activities that you require cover for in the box on the bottom of the proposal form. If an endorsement applies please contact us prior to the inception of your policy for full details.
- 5) On receipt of the above, we will start your policy from the day that we receive your form, providing everything has been completed correctly. If you are practising an activity that is not on the list, we may need further information before cover can be granted. If you have foreign qualifications, we will need you to complete an additional form. Please note that we must receive your renewal documentation before the expiry date of your current policy to ensure continuous cover.
- 6) Please note the completion and submission of this form does not bind you or us to enter a contract of insurance. In order to minimise the need for further clarification please answer all questions fully. You understand that you must make a fair presentation of the risk to us when completing this form and at inception, renewal and whenever you request changes to your policy. This means you must tell us about all facts and circumstances which may be material to the risks covered by the policy in a clear and accessible manner and must not misrepresent any material facts. A material fact is one which would influence our acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interest to disclose them. If you do not make a fair presentation of the risk the policy may be avoided, written on different terms or a higher premium may be charged, depending on the circumstances of the failure to present the risk fairly.

Please complete the attached Declaration Form and return with your payment to:-

### **Balens Limited**

Specialist Insurance Brokers to Health & Wellbeing Practitioners & Organisations  
Bridge House, Portland Road, Malvern, WR14 2TA

Tel: 01684 – 580771 Fax: 01684 – 891361

[www.balens.co.uk](http://www.balens.co.uk) [info@balens.co.uk](mailto:info@balens.co.uk)

*“We care for the Carers”*

*Established 1950 – Over 60 years of Service & Personal Support*

*Balens Ltd are Authorised & Regulated by the Financial Conduct Authority*

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Balens Limited has passporting rights enabling us to carry out insurance transactions within EEA states. This business may not be regulated by the Financial Conduct Authority, however, we apply the same compliance protocol across all of our business.



## ZURICH®

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.



**Myofascial Release Affinity Scheme – UK**

**Premium Information**

As an ethical, regulated business we wish to be clear and transparent about the breakdown of the cost of your insurance policy arranged through us. The tables below aim to achieve this. As an example, the cost of your insurance premium if you are a Full Practitioner would be £51.01. If you wish to add the additional Personal Accident policy the premium payable would be £51.01 + £11.20 = £62.21

| Limit of Liability<br>£4,000,000 | Malpractice<br>Premium | DAS   | Net<br>Insurance<br>Cost | Insurance<br>Premium Tax<br>(IPT) @ 12% | Balens<br>Admin<br>Fee | Total Premium<br>Payable |
|----------------------------------|------------------------|-------|--------------------------|---|------------------------|--------------------------|
| Full Practitioner                | £25.00                 | £8.19 | £33.19                   | £3.98                                   | £13.84                 | <b>£51.01</b>            |

| Limit of Liability<br>£4,000,000<br>Including Pelvic<br>Work -<br>Endorsement<br>Applies | Malpractice<br>Premium | DAS   | Net<br>Insurance<br>Cost | Insurance<br>Premium Tax<br>(IPT) @ 12% | Balens<br>Admin<br>Fee | Total Premium<br>Payable |
|--|------------------------|-------|--------------------------|---|------------------------|--------------------------|
| Full Practitioner  | £118.15                | £8.19 | £126.34                  | £15.15                                  | £13.85                 | <b>£155.34</b>           |

**Optional Personal Accident Cover** - Please see Key Facts sheet (enclosed)

| Personal Accident<br>Premium | Insurance Premium Tax<br>(IPT) @ 12% | Total premium<br>payable |
|------------------------------|--------------------------------------|--------------------------|
| £10.00                       | £1.20                                | <b>£11.20</b>            |

**Endorsement 23 – Myofascial Release including Pelvic Work**

The following conditions apply in connection to Myofascial Release including Pelvic Work:

1. Claims are subject to the Insured following best current practices and the recommended rules and guidelines as taught by their professional body and/or college in the treatment of patients.
2. Pre and post treatment information must be provided to patients as laid down by the professional body and/or college and must be recorded in the patient notes.
3. The Insured must obtain express written informed consent from the patient which must be recorded in the patient notes.
4. The Insured must follow current best practice hygiene procedures as laid out by the professional body and/or college and must be recorded in patient notes.

## Activities List

Standard Activities covered, strictly subject to suitable qualifications held. If you are adding any new activities, please also enclose copies of your qualifications.

|   |   |
|---|---|
| Advanced Sound-Wave Energy Therapy                | Indian Head Massage                           |
| Alexander Technique                               | Integrated Energy Therapy                     |
| Allergy Testing                                   | Integrative Medicine                          |
| Angel Therapy                                     | Iridology                                     |
| Animal Therapy                                    | Jikiden Reiki                                 |
| Aromatherapy                                      | Kinesiology                                   |
| Aura-Soma   | Kinesis Myofascial Integration                |
| Autogenic Therapy                                 | Kinetic Energy                                |
| Aromatherapy                                      | Love Heals! Teacher training                  |
| Art Therapy                                       | Life Coaching                                 |
| Assemblage Point Shifting                         | Light Touch Therapy                           |
| Astrology   | Lightning Process practitioners               |
| Aura-Soma   | Magnet Therapy                                |
| Auricular Therapy (Non-invasive, without needles) | Mahayana Chi                                  |
| Autogenic Therapy                                 | Manual Lymph Drainage Category 1 & 2          |
| Baby Massage                                      | Massage (including deep tissue)               |
| Bach Remedies                                     | Ministers, Officiants, Intuitives and Mediums |
| Bi Aura   | Meditation & Psychic Awareness                |
| Bicom & Bioresonance                              | Meditation & Mind Instruction                 |
| Biodynamic Psychotherapy                          | Mediumship                                    |
| Biodynamic Massage                                | Meridian Energy Techniques                    |
| Bio Kinetics                                      | <b>Myofascial Release</b>                     |
| Bio Magnetic Therapy                              | Naturopathy                                   |
| Bionetics   | Neuro Linguistic Programming                  |
| Body Harmony                                      | Neuroflexology                                |
| Bowen   | Nutrition Therapy                             |
| Breathing Therapy / Breathing Massage             | Phytobiophysics                               |
| Chi Kung  | Pilates (including Gyrotonics)                |
| Clinical Hypnotherapy                             | Polarity Therapy                              |
| Cognitive Therapy                                 | Psycho-Somatic Treatments                     |
| Colour Therapy                                    | Psychology                                    |
| Counselling                                       | Psychology of Vision and Oneness              |
| Cranio Sacral Therapy                             | Psychotherapy (including Jungian Analysts)    |
| Crystal Therapy                                   | Psych-K                                       |
| Crystal Wand Healing Facial                       | Psychosexual Counselling                      |
| Deep Draining-Psycho-Postural Treatment           | Qi Gong                                       |
| Diet and Nutrition                                | Radionics                                     |
| Dowsing for Stress Release                        | Reconnective Healing                          |
| Dream Analysis                                    | Reflexology                                   |
| Educational Kinesiology                           | Reflex Zone Therapy                           |
| EFT   | Reiki   |
| Electro Crystal Therapy / Electro Gem Therapy     | Relaxation Therapy                            |
| EMDR  | Rhythmical Massage Therapy                    |
| Energy Field Therapy                              | Shamanism                                     |
| Energy Interference Patterning                    | Shiatsu                                       |
| Energy Release Systems (Jin Shin) Jyutsu          | Sound Healing                                 |
| Enneagram   | Sound Therapy                                 |
| Em Power Therapy                                  | Spiritual Healing                             |
| Equine Assisted Psychotherapy                     | Spiritual Psychotherapy                       |
| Facial Massage                                    | Sport & Remedial Massage                      |
| Feng Shui   | Stress Management                             |
| Hand Massage                                      | Tai Chi (Non Combat)                          |
| Healing   | Tellington Touch                              |
| Health & Personal Development                     | The Form Reality Practice                     |
| Hearing Therapy                                   | Thought Field Therapy                         |
| Herbal Medicine                                   | Time Line Therapy                             |
| Holistic Education Therapy                        | Vegetotherapy                                 |
| Holographic Re-patterning                         | Vibrational Medicine                          |
| Homoeopathy                                       | Visualisation                                 |
| Hopi Ear Candling                                 | Vitamin & Mineral Therapy                     |
| Hot Stones  | Vortex healing                                |
| Hypnotherapy                                      | Yoga  |

## DECLARATION FORM

- I have never been convicted of, or charged (but not yet tried) with any criminal offence, other than motoring offences, or offences that are spent under the Rehabilitation of Offenders Act 1974.
- I have never had a proposal or renewal for insurance declined or cancelled; a policy voided, withdrawn or suspended, or special terms imposed by an insurer.
- I have had no claims, nor am I aware of any circumstances which could give rise to a claim, under the policy involving negligence, error or omission.
- I have never had any disciplinary hearings made against me, nor am I aware of any circumstances which may result in a claim or suit being made against me.
- I have never been the subject of a winding-up order or company/individual voluntary arrangement with creditors; or been placed into administration, administration receivership or liquidation.

**If the answer is Yes to any of the above questions, please ensure full details have been disclosed to us in a clear and accessible manner and have not been misrepresented to us.**

By signing the form below I declare that the statements and particulars in this proposal are true and complete. I have made a fair presentation of the risk and have not misrepresented or suppressed any material facts. I agree to the contract of insurance being prepared using the information I have supplied in this form along with any associated information I have supplied. I shall inform you of any material alteration to those facts and/or the information supplied before completion of the contract of Insurance. I can also confirm I have read, understood and agree to accept the Balens Terms of Business letter attached. A copy of the policy wording is attached for your attention.

**Important Note:** This policy is for individuals only (including proprietor only limited companies). If you employ or use other Health and Wellbeing Professionals or if you take payments, bookings or advertise for other Health and Wellbeing Professionals, this policy may not be suitable – please contact Balens for guidance.

**Signed:** ..... **Dated:** ..... **2018**

**Title:** .....

**Surname:** ..... **First name:** .....

**Trade name:** .....

**Address:** .....

**Postcode:** ..... **Email:** .....

**Phone Number:** ..... **Date of Birth:** .....

**What date do you require your new policy to start from?** .....

| Please Tick to confirm the option you require     | Please enter Total premium payable |
|---|------------------------------------|
| £4,000,000 – Full <input type="checkbox"/>        |                                    |
| £4,000,000 – Pelvic Work <input type="checkbox"/> |                                    |
| Personal Accident <input type="checkbox"/>        |                                    |

**Please state in the boxes below the activities you require insurance cover for. Please provide us with copies of your qualifications for the activities. Cover will be provided subject to suitable qualifications held.**

|  |  |  |  |
|--|--|--|--|
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|  |  |  |  |



## **BALENS** *Specialist Insurance Brokers*

### **Who are Balens and the Affinity Team?**

- Balens are a well-established, fourth generation family-run business which has been built on solid roots going back to 1950, and we have grown during that time to our present size mainly through recommendation; not acquisition or private funding.
- Our Affinities Team deal with Professional, Public and Products Liability insurance for individual Health and Wellbeing Professionals.
- We are Pioneers in the development of top quality insurance for all types of Health and Wellbeing Professionals, with special rates and industry leading policies. We have been developing and improving our range for over 21 years in this speciality – often copied, never bettered.
- When you deal with Balens and the Affinities Team you will receive expert guidance and claims service from one of the largest independent Health and Wellbeing Professional Specialist Insurance Brokers in the UK and the Republic of Ireland, backed up by state of the art administration technology.
- Many of our unique quality insurance wordings are designed by us and often not available elsewhere.
- We offer consultancy, and a personal approach in these days of growing impersonality. We aim to offer a friendly, listening ear to our clients' insurance requirements. Our slogan "We care for the Carers" describes this intention, and is a good reflection of how we operate. We have been ethically dedicated to Natural Medicine for many years.
- We are flexible and design our procedures around the client and not the other way round. We are an ethical company with over 60 staff dedicated to customer care and are not solely motivated by profit.
- For our full service, please see our Terms of Business.

### **What can our Affinities Team offer you?**

- We are Market Leaders in development and improvement 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. Our premiums are extremely competitive.
- We can include cover for various types of Comprehensive Insurance solutions for Complementary Therapists, Fitness Professionals, Medical Auxiliary Professionals, Beauty Therapists, along with many other Health and Wellbeing Professionals on an individual or corporate basis. We also insure Health-related Businesses and Organisations including many charities.
- We offer sympathetic and expert help in the event of an incident occurring. Our experience in helping lift the burden, and giving skilled advice to avoid problems when we are advised of a possible claim circumstance is second to none, and we would place this feature above all others. At the time when you need it most and when you feel vulnerable, we are there to support you. Our approach is different in that we will help you deal with initial complaints without resort to solicitors and our Insurers will not just pay a claim quickly to reduce their costs, as can easily happen. Practitioners want their version of a case to be considered. Their reputation, and that of the therapy, could be affected as a result of claims paid. We send as long as it takes on the phone with you to help you through crises. In order to make a claim or report a potential incident, please ring 01684 581872.
- Many well-known and respected organisations use our services. David Balen is an advisor to Professional Bodies on Insurance and Practice Management issues, and lectures and regularly writes articles for journals.
- We can cover over 4000 different activities from lower risk such as Healing to higher risk such as Acupuncture/Osteopathy/Chiropractic etc.
- We offer a "One-Stop" solution for your other insurance requirements, speak to us today to see how else we can assist you.

**Please make cheques payable to Balens and return with your completed form to:-**

**Balens Limited, Bridge House, Portland Road, Malvern, WR14 2TA**

**Tel : 01684 580771 Fax: 01684 891361**

**[www.balens.co.uk](http://www.balens.co.uk) [info@balens.co.uk](mailto:info@balens.co.uk)**

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Version 3 July 2016

## Key Points - Policy Cover

Balens have specialised in insuring Health and Wellbeing Professionals for over 21 years and understand what you do and how to protect you. Our experience and marketing power has enabled us to partner with major Insurers to provide you with unrivalled protection for your professional work. Balens Health Professionals Scheme wording is an exclusively designed wording only available through Balens.

### Suitability Statement and Statement of Demands and Needs

As a Health and Wellbeing Professional, you can be held legally liable for loss or damage to other people's property, injury or other harm, financial loss alleged to have been caused to your clients or patients or other parties. This policy will meet that need and provide defence and payment of damages for the above, as well as covering other risks and offering various services as well. There can be four aspects to your insurance policy, Professional, Public & Products Liability, DAS Legal Package, Personal Accident (optional) and Contents insurance (optional) and for each aspect of your policy we only select from one Insurer as we have designed a bespoke wording with the relevant Insurer. For Professional, Public & Products Liability, the insurer is Zurich Insurance Plc., for the Legal Package, DAS Legal Expenses Insurance Company Ltd, for Personal Accident W.R. Berkley UK Limited and for the Contents package Covea Insurance plc. All of these insurers have a good claims record, are financially secure and offer competitive premiums. This service is on a non-advised basis and 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.

#### What does the Professional, Public and Products Liability policy cover?

- The underwriter for this element of the policy is Zurich Insurance plc. (Zurich)
- The Insurance Cover is **£4,000,000** or **£6,000,000 (limit of liability) per section any one claim**, for an **unlimited number of claims in the year**, plus unlimited legal defence costs are covered in addition. There is no excess
- **Wide definition of insurance cover is clear and is not restricted to treatment only.** This cover includes **Medical Malpractice, Professional, Public and Products Liability** (claims in this section do not reduce the amount covered for other sections of the policy as is normally the case in other policies). Products Liability is provided for unlimited sales to clients and for up to £30,000 of retail sales (sales to non-clients)
- **This policy is on a Claims Occurring Basis, but with a unique difference.** If you do not renew for any reason with Balens, we automatically include Run-off cover for an unlimited period of time, meaning that if a claim was to be made years down the line after stopping your policy, you will always be covered for work you did within the insured period. Further information about this is available on our website [www.balens.co.uk](http://www.balens.co.uk). This is a major improvement on what is often available through other insurers
- 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 occurrence 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. Many wordings give conditional "unlimited" or time restricted run off cover if you cease the policy at any time
- **Teaching and Student Work cover** (running a school can be covered separately)
- **Includes Libel and Slander cover**
- All premiums include **full malpractice retroactive cover** for previously insured work performed
- **Loss of Reputation expenses** to help repair damage to your business in the event of a claim against you
- **Breach of Intellectual Property, Client Confidentiality Protection cover**
- **Temporary Trips abroad are covered without a time limit** (Please refer to the full policy wording for the conditions applicable)
- **Loss of Documents cover** included £50,000
- **First Aid cover** as well as **Good Samaritan Acts**
- **Includes Disciplinary Hearings cover**, plus Pre disciplinary hearing legal advice up to £1000
- **Students** can be covered for **all work prior to** qualification, subject to adequate supervision and safeguards
- A **wide range of activities** can be insured, as well as non-treatment related work and advice - our definition of a "Health Professional" or "Health Business" and the types of situations covered is extremely wide
- **Flexible underwriting** to accommodate changes in your practice, fast turnaround of documents and queries.
- **No additional charges for routine changes to cover or duplicate certificates.**
- For full terms and conditions of cover please refer to the policy wording.

**Also included is a separate Legal Protection Package underwritten by DAS Legal Expenses Insurance Company Limited (DAS) which covers Criminal Defence and other costs up to £100,000.**

Regretfully, the climate of litigation is still deteriorating. Claims, incidents and criminal allegations, including allegations of sexual impropriety or assault are, in our experience, on the increase. The cover includes the following features:

- **Wide range of free 24 hour Advice lines, including Legal/Tax Advice, Counselling, and business support services are included.** Corporates entities with employees require a different policy
- **Jury or Witness Service Compensation** for lost income as a result of having to attend
- **Defence of your legal rights** involving Criminal Proceedings as well as Data Protection and other legislation cover, wrongful arrest, actions against you for unlawful discrimination etc.
- **Negotiation and Representation** (including accountant's fees) in the event of an Inland Revenue partial or full enquiry. Some accountants have been known to charge over £90 for this.
- **Business Assistance Helpline** for emergencies involving your premises
- **Disciplinary Hearings Defence and Legal Expenses** if you lose your Statutory Licence to practise.

*Balens have always regarded quality cover and personal service and guidance as our main strengths, which in themselves can save time and money in the long term. Our collective buying power ensures that you receive good value for money and a unique opportunity to protect yourself in this very specialised and limited marketplace.*



# 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](http://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**

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 unadvised 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 an unadvised basis and we will provide you with the relevant information so you can make your own informed choice about how to proceed.

### **Commercial Insurances:**

- We select commercial insurance products from a range of insurers, however, for certain specialised covers, we may only deal with a single insurer or select from a limited number of insurers (you will be given further information about this before we finalise your insurance arrangements). These are composite companies based in the UK or on the Lloyds Market. Our role is to advise you and, after we have assessed your insurance requirements, to make a suitable recommendation. In some circumstances, i.e. at renewal or when you ask for a policy to be adjusted, we will not provide advice and we will confirm in separate documentation if this is the case.

### **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 a limited panel of insurers. Unless requested by you, we do not offer advice or make recommendations when arranging this type of insurance. If we offer advice we will inform you.

Handbell Insurance – We can source and arrange Handbell Insurance from one provider who we hold a Delegated Underwriting Agreement with. We may offer advice or make recommendations when arranging this type of insurance and will confirm this to you prior to the purchase of this product. In cases where we do not provide advice we will provide you with information to enable you to make an informed decision on how you wish to proceed.

Household Insurance, with or without Legal Expenses Insurance – For the provision of Household insurance, and where relevant the inclusion of Legal Expenses Insurance, we select from a limited panel of insurers. Unless requested by you, we do not offer advice or make recommendations when arranging this type of insurance. If we do offer advice we will inform you.

### **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 as Balens Ltd and forms part of the same group, the insurer who we place your policy with or a third party premium finance provider. 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](mailto:joe@balens.co.uk) or [complaints@balens.co.uk](mailto: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](http://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](mailto: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](mailto: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](http://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, and 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. 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. 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. 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.

### **Use of Personal Data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances and/or claims it will be necessary for us to pass such information to insurers and other product or service providers or your professional body/training school, these parties maybe inside or outside the European Economic Area. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent. Some of the details you may be asked to give us, such as information about offences, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurance. Subject to certain exemptions, you will be entitled to have access to your personal data. We will maintain records of the insurance contract(s) we arrange on your behalf. It is our policy to keep records in accordance with best practice within the insurance industry. We are happy to provide this service free of charge for as long as you are our client.

### **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.

#### **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 and Call Recording**

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.

#### **Marketing**

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. 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*



## **Balens BLOCK Individual Personal Accident Insurance**

This policy is an optional Personal Accident cover which you can include with your Professional Indemnity/Medical Malpractice policy. Further information about this product follows under the heading of Keyfacts and it is important that you read this document carefully.

This policy provides a lump sum benefit up to a maximum of £25,000 if you suffer accidental Bodily Injury resulting in your death or permanent disability (i.e. loss of limbs, sight or hearing). If you select to add this optional insurance then the policy will run in line with your Professional Indemnity/Medical Malpractice policy and the premium does not reduce depending on when you join the main scheme. If you are 71 years or age, or over, we will not be able to offer you this policy.

**Please note:** This policy does not provide any weekly benefit (income replacement) if you are unable to work due to an accident or illness. If you would like further information about this type of additional insurance cover then please contact our Personal Lines Team on 01684 580788 or email [personallines@balens.co.uk](mailto:personallines@balens.co.uk)

## Balens BLOCK Individual Personal Accident Insurance

This document is designed to help you (the insured) to understand this insurance by setting out the significant features, benefits, limitations and exclusions of the Balens BLOCK Individual Personal Accident Insurance policy. The policy schedule, and any endorsements, attached to the policy wording show who is insured, what the operative time of cover is and the benefit limits. The policy wording should be read in order obtain a full description of the terms of cover provided including definitions, what we cover and what we don't cover.

This document does not form part of the policy wording or schedule and does not contain the full terms of the cover. The full terms of the policy can be found in the policy wording. Any questions you may have relating to this insurance should be directed to Balens Limited who arranged this insurance for you.

### Insurers

W. R. Berkley UK Limited is a Service Company that is part of the W. R. Berkley Corporation group of companies. We are authorised and regulated by the Financial Conduct Authority (FRN: 710822) in our capacity as Appointed Representative of W. R. Berkley Syndicate Management Limited. We have authority to enter into contracts of insurance on behalf of the Lloyds underwriting members of Lloyd's Syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited.

W.R. Berkley Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

W/R/B Underwriting is a trading name of W. R. Berkley UK Limited and W. R. Berkley Syndicate Management Limited.

### Insured

As stated on the schedule.

### Type of Insurance

Section A – Personal Accident provides financial protection following bodily injury resulting from an accident that within 24 months of the date of such accident will result in the death or disablement of an insured person. Benefits are paid to the insured.

### Significant Features & Benefits and Significant Exclusions or Limitations

The following table shows the main policy features and benefits and any significant exclusions and limitations. The schedule sets out the type of cover, scope of cover, who is covered and when, the sums insured and any excesses that are to apply. No benefits will be provided for those items shown as "Not Operative" in the schedule.

#### Section A – Personal Accident

The following describes the standard cover. The applicable benefit items, operative time of cover and any variation of terms will be shown on the schedule and any endorsements attaching to it.

| Significant Covers |                               | Significant Features & Benefits   |
|--------------------|-------------------------------|---|
| Item               | Description                   |   |
| A.1                | Death                         | We will pay a lump sum benefit for death caused solely by bodily injury resulting from an accident.   |
| A.2                | Loss of Limb(s)               | We will pay a lump sum benefit for the physical loss or permanent and total loss of use of a limb caused solely by bodily injury resulting from an accident.  |
| A.3                | Loss of Sight                 | We will pay a lump sum benefit for the permanent and irrecoverable loss of sight caused solely by bodily injury resulting from an accident.   |
| A.4                | Loss of Hearing in both ears  | We will pay a lump sum benefit for the permanent total loss of hearing in both ears caused solely by bodily injury resulting from an accident.  |
| A.5                | Loss of Hearing in one ear    | We will pay a reduced lump sum benefit for the permanent total loss of hearing in one ear caused solely by bodily injury resulting from an accident.  |
| A.6                | Permanent Total Disablement   | We will pay a lump sum benefit if an insured person suffers permanent and total disablement other than as otherwise specified solely due to bodily injury as a result of an accident to the extent that the insured person will be entirely prevented from undertaking their usual occupation for the rest of their life. |
| A.7                | Permanent Partial Disablement | We will pay a lump sum benefit if you suffer permanent loss or disablement as stated in the policy solely due to bodily injury as a result of an accident. For any disability not stated a benefit will be determined by the degree of disability without reference to occupation or pastimes.                            |

### **Significant or Unusual Exclusions or Limitations applicable to Section A – Personal Accident**

The Maximum Benefit will be shown on the schedule - this is the maximum we will pay for all claims arising from one event.

We will not pay benefit under more than one Item A.1 to A.7 for bodily injury arising from any one accident.

Cover is subject to an upper age limit of 71 years of age.

We will not pay any claims as a result of you:

- committing a criminal act
- taking part in civil commotion or riot
- committing or attempting to commit suicide or intentional self-injury or being in a state of insanity
- taking drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction), suffering from solvent abuse or alcoholism
- engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
- engaging in air travel other than as a passenger in a licensed passenger carrying aircraft operated by a licensed commercial air carrier
- engaging in riding or driving in any kind of race or in mountaineering or rock climbing normally requiring the use of ropes or guides.

We will not pay any claim:

- exceeding the maximum benefit (as stated on the schedule)
- after the expiry of the period of insurance during which the insured person attains the upper age limit.

We will not pay any claim as a result of:

- War in the United Kingdom or Country of Domicile
- sickness or disease (not resulting from Bodily Injury) or any gradually operating cause
- discharge or explosion employing nuclear fission or fusion, chemical, biological, radioactive or similar agents
- radioactive contamination
- you being in any location to which the Foreign & Commonwealth Office has advised against "all travel" unless you have declared this to us and we have agreed to provide cover in writing.

### **Law and Jurisdiction**

This policy shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute hereunder unless otherwise agreed.

### **Period of Insurance**

The period of insurance shall be stated on the schedule. Cover will normally run for 12 months and be annually renewable.

### **Cancellation Rights**

You may cancel this policy within 14 days' of receipt of the policy documentation by returning the documentation to Balens Limited. Subject to no claim having been made and a declaration received that there are no claims pending notification you will be entitled to a full return of premium. If you cancel this policy after 14 days there will be no return of premium.

### **Claim Notification**

Notification should be made to:

Balens Limited  
Bridge House, Portland Road  
Malvern  
WR14 2TA

Claims will be handled by:

W. R. Berkley UK Limited  
Accident & Health Claims  
2<sup>nd</sup> Floor, 40 Lime Street,  
London EC3M 7AW

Telephone: +44 (0)20 7280 9000

Email: [paclaims@wrbunderwriting.com](mailto:paclaims@wrbunderwriting.com)

You should refer to the specific sections of the policy for any conditions that you must ensure you comply with.

### Complaints Procedure

If you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact Balens Limited who arranged this insurance for you:

Balens Limited  
Bridge House, Portland Road  
Malvern  
WR14 2TA

Tel: 01684 580771 Fax: 01684 891361 [info@balens.co.uk](mailto:info@balens.co.uk)

Alternatively you may contact us at the following address:

Compliance Officer,  
W. R. Berkley UK Limited  
40 Lime Street  
London  
EC3M 7AW

Or you can email us at [complaints@wrbunderwriting.com](mailto:complaints@wrbunderwriting.com)

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's. Their address is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225 [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation under the Scheme if we are unable to meet our financial obligations. The level of compensation is dependent upon the nature of this contract and circumstances of a claim. For more information contact the FSCS on 0800 678 1100 (free from a landline) or 020 7741 4100 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection Notice

W. R. Berkley UK Limited holds data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. We may share information you give us with other organisations and public bodies, including the police in order to verify information or to prevent and detect fraud.

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W. R. Berkley UK Limited

Registered Office: 34 Lime Street, London EC3M 7AT

Registered in England & Wales 09546454, FRN: 710822

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