

BALENS

Balens Health Professionals Combined Liability Insurance

Key Points Document

Affinity Schemes – UK



Contents

Contents	2
Welcome to Balens.....	3
What does my Balens Combined Liability Insurance Include?.....	3
Section A: Professional Liability and Malpractice Insurance Policy	
Section B: Personal Accident Insurance – Optional Cover	
Section C: Business Equipment ‘All Risks’ Insurance	
Commercial Legal Protection Insurance	
Suitability Statement and Statement of Demands and Needs	8

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.

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 documents, which can be viewed here: www.balens.co.uk/Zurich/CombinedLiabilityPW.pdf and www.balens.co.uk/ARAGLegalProtectionUK

What does my Balens Combined Liability Insurance Include?

1. Balens Health Professionals Combined Liability insurance:

- Section A: Professional Liability and Malpractice Insurance
- Section B: Personal Accident Insurance – **(optional cover)**
- Section C: Business Equipment 'All Risks' Insurance – **(optional cover)**

2. Commercial Legal Protection Insurance

1. Balens Health Professionals Combined Liability Insurance

Section A: Professional Liability and Malpractice Insurance Policy

- This policy is underwritten by Zurich Insurance Company Ltd (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 A1 and A2 unless otherwise stated in the schedule. The limit is in the aggregate for Section A3. 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 offers 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. 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 A1: 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 A2: 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 A3: 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 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 Package Travel, Package Holidays and Package Tours Regulations Act 1992, The Package Travel and Linked Travel Arrangements Regulations 2018 or any similar legislation.

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 A1, A2 and A3 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.

Conditions

- Record Keeping
- Instruments
- Treatments by Beauty Therapists, Cosmetologists and Hairdressers

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.

Section B: Personal Accident Insurance

- This is an optional policy section.
- The maximum benefit amount under the policy is £25,000.

What is insured?

- This policy covers you for bodily injury caused by accident and does not cover any claim caused or contributed by sickness. The policy will pay a maximum amount of £25,000 if you suffer bodily injury during the period of insurance which results in your:
 - Accidental death
 - Loss of or loss of use of a limb(s)
 - Loss of sight
 - Loss of hearing
 - Loss of speech
 - Permanent total disablement
 - Permanent partial disablement

Extensions

- Coma Benefit up to a maximum of £1,000
- Funeral expenses up to a maximum of £5,000

- Medical expenses
- Relative travel expenses
- Up to £15,000 for reasonable expenses incurred in retraining in an alternative occupation.

Exclusions

- Any bodily injury, loss or expense arising from:
 - Engaging in active service of the armed forces in any nation.
 - Drugs, drug addiction and/or drink driving
 - Travel to dangerous or unsettled areas
 - Any gradually operating causes
 - Non-passenger air travel
 - Suicide or self-injury
 - War

Restrictions

- Any claim by a person of 76 years of age unless bodily injury occurs during the period of insurance in which the person attains that age

Conditions

- Insured person under 18 years of age
- Reasonable care

Section C: Business Equipment 'All Risks' Insurance

- This is an optional policy section
- Sum insured options of £1,500, £3,000 or £5,000

What is insured?

- Property used solely in connection with your business, belonging to you or for which you are legally responsible
- Property including therapy equipment, office equipment, tablet devices, computers and ancillary equipment, electronic equipment, photographic equipment, stock.
- A £100.00 policy excess applies to each and every claim.

Extensions

- Property taken outside of the UK, worldwide for a maximum of 60 days in any one period of insurance.

Exclusions

- Brittle articles
- Damage caused by wear, tear or any gradually operating cause
- Damage caused by any act of dishonesty committed by any employee

Conditions

- Theft from an unattended vehicle – all doors, windows and other means of access are securely fastened and locked. All valuable items are locked in secure compartments and hidden from view. Any security devices for protection of the vehicle are put into full and effective operation

2. Commercial Legal Protection Insurance

- This policy is underwritten by ARAG Legal Expenses Insurance Company Ltd (ARAG)
- 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 ARAG policy wording for further details.

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 two 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.

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 section of the policy is Zurich Insurance Co Ltd

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 cover 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.

Individual Personal Accident cover (optional cover). The Insurer for this section of the policy is Zurich Insurance Co Ltd

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 cover will provide a short-term solution providing a maximum claims settlement of £25,000. 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 section will not be suitable. Please contact us for further information on the policies available.

Business Contents ‘All Risks’ cover (optional cover). The Insurer for this section of the policy is Zurich Insurance Co Ltd

If you select to include this cover, 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. If the value of your equipment and/or stock exceed the maximum value provided by this section of cover then the product will not be suitable. Please contact us for further information on the policies available.

Commercial Legal Protection cover. The insurer for this policy is ARAG 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.

Balens Limited

Bridge House, Portland Road, Malvern, WR14 2TA

Tel: 01684 580771

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

BALENS

Balens Limited is registered in England and Wales. Company Registration Number 04931050.
Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, United Kingdom, DN22 7SW.

Balens Limited is authorised and Regulated by the Financial Conduct Authority in the United Kingdom - under registration Number FRN 305787.

B52-1-0625

Caring for
our clients
since 1950