

# ARH Block Insurance Scheme- Key Points- Policy Cover

Balens have specialised in Health Professionals for over 17 years, and understand what they do and how to protect them. Our experience and marketing power has enabled us to partner with a major Insurer and provide you with unrivalled protection for your therapeutic or consulting work. This is an exclusive newly designed wording and is only available through Balens

## **Suitability Statement and Statement of Demands and Needs**

As a Health 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.

## **The Insurer for this Policy is the Zurich**

We have chosen this insurer as Balens have designed an exclusive specially improved policy wording with them, which includes greater security in the event of you discontinuing cover as well as other advantages. They are a diversified global insurer and financially very secure, which gives long term security of cover. Please refer to the full policy wording which is available on request from Balens or on our website, [www.balen.co.uk](http://www.balen.co.uk).

## **The policy is on a Claims Occurring Basis**

The policy is on a Claims Occurring basis. Balens have managed to include all the benefits of a Claims Made policy and combined it with a Claims Occurring policy thus removing the disadvantages that both usually have!

## **What does the Zurich policy cover?**

- All premiums include full retroactive cover for previous work performed.
- The Cover is £3,000,000 or per section, any one claim, with unlimited number of claims in the year, plus unlimited defence costs are covered in addition. There is no excess
- Wide definition of cover is clear and is not restricted to treatment only. Cover includes Medical Malpractice, Professional Indemnity, Public / 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) and Products Liability (provided for unlimited sales to clients and for up to £15,000 sale to non-clients).
- Teaching and Student Work cover (running a school can be covered separately).
- Includes Libel and Slander cover.
- Loss of Reputation expenses to help repair damage to your business in event of a claim against you
- Breach of Intellectual Property, Client Confidentiality Protection cover,
- Temporary Trips abroad are covered without a time limit (ex USA and Canada). Ex-UK Domiciles may be covered upon request
- Loss of Documents cover included £50,000
- First Aid cover as well as Good Samaritan Acts.
- Run off on cessation of cover or practice is included whether your scheme stays with this insurer or not at no charge whatsoever! There are no restrictions or conditions. This is a Major improvement on what is usually available through other insurers.
- We include an upgrade of cover feature 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.
- 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
- Wide range of activities can be insured from the non-invasive to the more invasive types, as well as non treatment related work and advice - our definition of a "Health Professional" or "Health Business" and the various types of situation covered is extremely wide.
- Flexible underwriting to accommodate changes in your practice
- No additional charges for routine changes to cover or duplicate certificates
- There are many more features too numerous to mention here!!!

## **Also Included is a Legal and Taxation Package through DAS and covers Criminal Defence and other costs up to £100,000!**

- Regrettably, the climate of litigation is still deteriorating, claims incidents criminal allegations including allegations of sexual impropriety or assault are, in our experience, on the increase. We have responded to this situation for individuals, and include our Legal Expenses Package. The cover is generous and the exclusions few. Wide range of free 24 hour Advicelines, including Legal and Tax Advice, Counselling and other business support services are included. Corporates should take out a wider separate cover.
- 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 accountants fees) in event of 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.

**We have always regarded advice, quality cover and personal service as our main strengths, which in themselves can save time and money in the long term. Our collective buying power ensures that you get the best value for money and a unique cover opportunity in this very specialised and limited marketplace.**

# ARH BLOCK INSURANCE SCHEME PREMIUM SHEET

Policy runs from 1<sup>st</sup> October, 2008 to 30<sup>th</sup> September, 2009

NB If you are joining this scheme three months or more after the start date, please see the short period rate table below.

## RENEWAL PREMIUM TABLE

<b>INSURANCE RISK COMMON RENEWAL 01/10/2008</b>	<b>UK Premiums Full Members &amp; Students</b>	<b>EIRE Premiums €4,000,000 Full Members &amp; Students</b>
<b>£3,000,000 Indemnity</b>	<b>£44.00</b>	<b>€100.00</b>

Included in the premium is a Balen admin/doc fee of £5-£18.00 and an affinity fee of £8.50.

Please note that if you took out the optional Personal Accident policy with us last year, the policy will expire on the 1<sup>st</sup> of October 2008. If you would like to renew it, please contact Balens direct.

## SHORT PERIOD RATE TABLE FOR NEW MEMBERS

- Your Scheme has common renewal date for all Members of 1<sup>st</sup> October.
- **Please note that if you are renewing late, you will still have to pay the full annual premium. Short Period Rates do not apply to renewals, but are for the benefit of New Members to the Scheme.**
- In order to take your cover round to this date, the **premiums reduce according to when you join** as per the table below.
- Please select your correct premium, fill in the Remittance Slip Declaration Form and Therapies List Page.
- Cover will start as soon as we receive these together with your remittance.
- Please remember that certain loadings will apply to the premiums in these tables, for example extra for Eire, certain Invasive or Higher Risk Therapies to be referred.

***Please note: If you are in Eire the policy will be stated in Euros. Please pay in Euros (cheque made payable to 'Balens') and return directly to the ARH, together with your completed and signed insurance form***

DATE:	Oct – Dec	Jan – Mar	Apr – June	July - Sep
STUDENTS- £3M	£44.00	£37.00	£27.00	£13.00
PRACTITIONERS - £3M	£44.00	£37.00	£27.00	£13.00
Eire – Practitioners -€4M	€100.00	€80.00	€54.00	€27.00
Eire – Students - €4M	€100.00	€80.00	€54.00	€27.00

OFFICE USE ONLY

Date received	Amount received	Name

# The Alliance of Registered Homeopaths

## REMITTANCE SLIP AND DECLARATION

### IMPORTANT NOTES:

- You must be a current member of the Alliance of Registered Homeopaths in order to take out this policy. If you are not then the insurance could be declared void.
- Your cover will not start until the ARH have received your form and payment.
- If you require products liability for selling to non – clients where your turnover is likely to be over £5000 per year, then please contact us as a separate policy will be required.
- The policy requires you to keep patient records for at least seven years. We recommend that you keep your records indefinitely.
- If you become aware of a potential claim or an incident that could give rise to a claim, you are required to contact Balens immediately for advice.
- We will require copies of qualifications for all therapies practiced, unless the Association or Balens have already received copies of them.
- We can not offer cover if you gained a qualification from a correspondence course unless it contained practical elements and has been agreed by the ARH or Balens.
- We can cover teaching, but we will not cover you if you are giving out a qualification or running a training establishment. Please contact us for a separate policy.

### NO CLAIMS DECLARATION

Please circle the answers to the questions below

1. Have you under current or previous trading titles been convicted of any criminal offence, other than motoring, or are there any prosecutions pending? YES / NO
2. Has any insurer ever cancelled, declined or refused to renew, or accepted the risk at special terms? If yes please give details. YES / NO
3. Have you had any claims, or incidents, which could give rise to a claim under the policy involving negligence, error or omission, or are you aware of any circumstances which may revert to such a claim or suit being made against you? YES / NO

If the answer is yes to any of the above questions, please do not sign the declaration, but send us information on a separate sheet of paper giving full details.

4. I can confirm that I have read, understood and agree to accept the ARH Terms of Business letter attached. YES / NO

I confirm that the answers above are true and that I have not withheld any material fact\*. I am aware of no claims, suits or any circumstances which could reasonably lead to a claim being made, or action initiated against me and that I have read and understood the notes above.

Signed ..... Dated ..... 2008-2009

Title ..... Surname ..... First Name .....

Address .....

Phone Number ..... e mail .....

\*This means that you should answer the above questions in full and not withhold or misrepresent any facts which are likely to influence the Company’s assessment and acceptance of this proposal. You have a duty to disclose them and failure to do so could invalidate the insurance. A specimen policy wording is available on request at all times 3

**Standard Therapies covered, strictly subject to suitable qualifications held:-**

Please mark below the proportions of your work, as this forms the basis of your cover -

<b>THERAPY / ACTIVITY</b>	<b>%</b>	<b>THERAPY / ACTIVITY</b>	<b>%</b>
Acupressure		<b>PREMIUM LOADINGS:</b>	
Alexander Teaching			
Animal Therapy		<b>Thai Massage – 50% Load</b>	
Aromatherapy		<b>Acupuncture – 50% Load</b>	
Ayurveda			
Autogenics			
Baby Massage			
Bach Remedies			
Bowen Technique			
Colour Therapy			
Crystal Therapy			
Cranio-Sacral Therapy			
Five Rhythms Work			
Herbal Medicine			
Homeopathy			
Hopi Ear Candles			
Hypnosis			
Kinesiology			
Iridology		<b>Student Case Work</b>	
Healing		<b>under supervision</b>	
Light Touch Therapy			
Magnet Therapy		<b>Any other therapies or work not</b>	
Massage		<b>Listed, please state here with</b>	
Nutrition Therapy		<b>Further information if necessary</b>	
Reflexology		<b>An additional premium may be</b>	
Psychology		<b>Required.</b>	
Counselling			
Reiki			
Psychotherapy			
Shiatsu			
Yoga Teaching / Therapy			
		<b>TOTAL ( 100 % )</b>	

You must disclose any incident likely to give rise to a claim, not only at the time when you become aware of it, but also at renewal time and when completing any new proposal forms. We will require you to state the incident on the renewal form each year, even if you have already notified us of it in the past as insurers require this. If in doubt, notify, we can then advise you. Failure to do this has been known in the past to result in cover being terminated by the insurer

NAME :- .....

**(PLEASE USE BLOCK CAPITALS)**

# Terms of Business Letter for The Alliance of Registered Homeopaths

Millbrook Hill, Nutley, East Sussex, TN22 3PJ Tel: 01825 714506

## **Accepting our Terms of Business and The Financial Services Authority (FSA)**

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. 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 08700 736339. The Alliance of Registered Homeopaths is an Appointed Representative of Balens Ltd for the purpose of dealing with the Malpractice Insurance scheme. Balens Limited at 2 Nimrod House, Malvern, WR14 1JJ is Authorised and Regulated by the Financial Services Authority. Their FSA Register number is 305787. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's Register by visiting the FSA website: [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on Tel: 0845 6061234.

## **Our Service**

We offer Malpractice insurance to members using one insurer called SVB Syndicate. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. 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.

## **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, please contact Balens in writing to Mr. D. Balen, Balens Ltd, 2 Nimrod House, Sandy's Road, Malvern, Worcs, WR14 1JJ or by phone on Tel: 01684 893006 and ask for Mr. Balen or email [db@balens.co.uk](mailto:db@balens.co.uk)

Letters will be acknowledged within 5 working days of receipt. You will be advised of the person who will be dealing with your concerns and when you can expect a response. They aim to provide you with a full written response to the matters raised within 20 working days. The matter will be dealt with in line with our internal complaints procedure and our findings reported to you.

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of business with a group annual turnover of £1m or more, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). 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 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance (i.e. 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 7892 7300 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 and make charges for handling your insurance as follows. 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. In many cases we do not receive commission from Insurers/Underwriters and so charge a fee which is stated in our leaflet and on your documentation. We also draw your attention to the sections headed Cancellation of Insurances and Ending your Relationship with us.

## **Handling Money**

Our financial arrangements with most insurance companies are on a 'risk transfer' basis, which means that we hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. 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, in that case, your premiums will be held by us in an Insurance Broking Account. We pass client money to Balens, which holds client money in a non-statutory client trust account pending payment to the insurer(s) concerned. The establishment of the non-statutory trust follows the rules which the FSA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the non-statutory trust account rules, Balens 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 client 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 Balens holding your money in a non-statutory client trust account. For the purpose of some transactions, client money may pass through other authorised intermediaries before it is received by the insurer. Interest will not be paid to customers in respect of money held in client bank accounts.'

## **Cancellation of Insurances**

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us. You are entitled to cancel the policy within 14 days from the day after the day of conclusion of the contract. 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 the product provider.

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. Many of our specialist malpractice and professional indemnity policies do not have a return of premium available.

### **Ending our Relationship**

You may terminate our authority to act on your behalf with 14 days notice or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions of adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

### **Your Responsibilities (Duty of Disclosure)**

You are responsible for providing complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a 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. 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 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. If you are unsure about any matter, please contact us for guidance.

### **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 it will be necessary for us to pass such information to insurers and other product or service providers. 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 for which we reserve the right to charge a reasonable fee (as at the 1 January 2008 in connection with this matter a reasonable fee is defined as £10). 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 Balens are notified immediately of any claims, or circumstances which could give rise to a claim. When you notify them, you must include all material facts concerning the claim. Your policy wordings will describe in detail the procedure and conditions in connection with making a claim. In addition to providing a claims handling service they will:

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

Settlement of claims will be dependent upon collection from insurers. Part payment may be made during the collection process, but They cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.

### **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, please always refer to our instructions and information in this regard.

### **Governing Law**

The Alliance of Registered Homeopaths undertakes its activities 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**

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.

### **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.

### **Clients' Consent**

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between third parties. I agree that the Terms of Business will come into effect from the date of issue.