What do I need to do?

1) Check the activity sheets for the activity that you practice. The activities fall into different categories depending on the risk of the activity. You can add as many activities to the policy as you like, providing you hold a suitable qualification. If you hold separate qualifications in different categories you will only need to pay the highest category rate. This will then include all the lower risk activities. 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 Euro currency cheque which needs to be made payable to Balens Ltd, call us with card details once we have received your form.

3) You must take care in answering all the following questions which are relevant to the Insurer in providing this insurance and setting the terms and premium. Please contact us if you do not understand the question or the nature of the information required or please seek guidance from us. Failure to provide information or the provision of incomplete or inaccurate information may result in the loss of cover or other remedies.

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) You must tell us as soon as practically possible about any changes to the information you have provided to us which happened before or during any period of insurance. We will tell you if such a change affects your insurance and if so, whether the change will result in revised terms and/or premium being applied to your policy. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.
Alliance of Registered Homeopaths Affinity Scheme – Republic of Ireland

Premium Information

POLICY RUNS FROM 1 OCTOBER 2021 TO 30 SEPTEMBER 2022

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. If you are joining the scheme after the first quarter the rates will reduce as shown.

<table>
<thead>
<tr>
<th>Full Practitioner</th>
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</thead>
<tbody>
<tr>
<td>Limit of Liability €4,000,000</td>
</tr>
<tr>
<td>Oct – Dec</td>
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<tr>
<td>Jan – Mar</td>
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<tr>
<td>Apr – Jun</td>
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<td>Jul – Sep</td>
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<table>
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<tr>
<th>Student</th>
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<tbody>
<tr>
<td>Limit of Liability €4,000,000</td>
</tr>
<tr>
<td>Oct – Dec</td>
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<tr>
<td>Jan – Mar</td>
</tr>
<tr>
<td>Apr – Jun</td>
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<tr>
<td>Jul – Sep</td>
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</tbody>
</table>

IS THIS THE RIGHT INSURANCE FOR ME?

This policy is to cover you, and you alone, as a practicing individual, irrespective of whether your business is set up as sole trader, partnership or limited company.

If you employ or use other Health and Wellbeing Professionals, or take payments, bookings or advertise for them you will need a different type of policy – please contact Balens for guidance on 0044 1684 580771 or info@balens.co.uk
# ACTIVITIES LIST

**STANDARD ACTIVITIES COVERED, STRICTLY SUBJECT TO SUITABLE QUALIFICATIONS HELD.**

<table>
<thead>
<tr>
<th>Acupressure</th>
<th>Alexander Technique</th>
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<tbody>
<tr>
<td>Allergy Testing</td>
<td>Angel Therapy</td>
</tr>
<tr>
<td>Aromatherapy</td>
<td>Astrology</td>
</tr>
<tr>
<td>Baby Massage</td>
<td>Bach Remedies</td>
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<tr>
<td>Biodynamic Psychology</td>
<td>Bowen Therapy</td>
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<tr>
<td>Breathing Therapy</td>
<td>Cognitive Therapy</td>
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<tr>
<td>Colour Therapy</td>
<td>Counselling</td>
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<tr>
<td>Craniosacral Therapy</td>
<td>Crystal Therapy</td>
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<tr>
<td>Diet and Nutrition</td>
<td>Dowsing for Stress Relief</td>
</tr>
<tr>
<td>EMDR</td>
<td>Emotional Freedom Technique</td>
</tr>
<tr>
<td>Em-Power Therapy</td>
<td>Energy Field Therapy</td>
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<tr>
<td>Facial Massage</td>
<td>Feng Shui</td>
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<tr>
<td>Hand Massage</td>
<td>Healing</td>
</tr>
<tr>
<td>Herbal Medicine</td>
<td>Homeopathy</td>
</tr>
<tr>
<td>Hopi Ear Candles</td>
<td>Hot Stones</td>
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<tr>
<td>Hypnotherapy</td>
<td>Indian Head Massage</td>
</tr>
<tr>
<td>Integrated Energy Therapy</td>
<td>Iridology</td>
</tr>
<tr>
<td>Jikiden Reiki</td>
<td>Kinesiology</td>
</tr>
<tr>
<td>Kinetic Energy</td>
<td>Life Coaching</td>
</tr>
<tr>
<td>Light Touch Therapy</td>
<td>Lightning Process</td>
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<tr>
<td>Magnet Therapy</td>
<td>Manual Lymph Drainage Category 1 and 2</td>
</tr>
<tr>
<td>Massage (including Deep Tissue)</td>
<td>Meditation</td>
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<tr>
<td>Mediumship</td>
<td>Metamorphic Technique</td>
</tr>
<tr>
<td>Mindfulness</td>
<td>Myofascial Release</td>
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<tr>
<td>Neuro Linguistic Programming</td>
<td>Neuroflexology</td>
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<tr>
<td>Nutrition Therapy</td>
<td>On Site Massage</td>
</tr>
<tr>
<td>Phytobiophysics</td>
<td>Pilates (including machine work)</td>
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<tr>
<td>Pilates Matwork</td>
<td>Pre and Post Natal Massage</td>
</tr>
<tr>
<td>Pregnancy Massage</td>
<td>Psych-k</td>
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<tr>
<td>Psychology</td>
<td>Psychology of Vision</td>
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<tr>
<td>Psychotherapy</td>
<td>Qigong</td>
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<tr>
<td>Radionics</td>
<td>Reconnective Healing</td>
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<tr>
<td>Reflex Zone Therapy</td>
<td>Reflexology</td>
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<tr>
<td>Reiki</td>
<td>Relaxation Therapy</td>
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<tr>
<td>Rhythmical Massage Therapy</td>
<td>Shamanism</td>
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<tr>
<td>Shiatsu</td>
<td>Sound Healing</td>
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<tr>
<td>Sound Therapy</td>
<td>Spiritual Healing</td>
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<tr>
<td>Spiritual Psychotherapy</td>
<td>Sports Massage</td>
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<tr>
<td>Stress Management</td>
<td>Tai Chi (Non-Combat)</td>
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<tr>
<td>Tellington TTtouch</td>
<td>Thought Field Therapy</td>
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<tr>
<td>Time Line Therapy</td>
<td>Vibrational Medicine</td>
</tr>
<tr>
<td>Visualisation</td>
<td>Vitamin and Mineral Therapy</td>
</tr>
<tr>
<td>Vortex Healing</td>
<td>Yoga</td>
</tr>
</tbody>
</table>

**PREMIUM LOADINGS:**

<table>
<thead>
<tr>
<th>Acupuncture – 50% Load</th>
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<tbody>
<tr>
<td>Thai Massage – 50% Load</td>
</tr>
</tbody>
</table>

**STUDENT COVER**

Provides cover for case studies and other work performed prior to gaining your qualification. The conditions of cover are as follows: Ongoing case consultation with your tutor, clients must be told that you are not qualified, you cannot practice outside the scope of what you have been taught and any charges/expenses made must be less than a qualified therapist.

**IMPORTANT NOTES**

- 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 activities practiced, unless the ARH or Balens have already received copies of them.
- We cannot offer cover if you gained a qualification from a correspondence course unless it contained practical elements and has been agreed by 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.
This endorsement attaches to and forms part of the affinity professional liability policy:

**Coronavirus Absolute Exclusion**

Notwithstanding any other provision, no cover is provided under this policy for any claims, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, costs or expense of whatever nature directly or indirectly arising out of, contributed to or resulting from:

1. Any fear or threat (whether actual or perceived) of; or  
2. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;  
   Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

Subject otherwise to the policy terms, conditions, limitations and exclusions. All other terms and conditions remain unaltered.
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 and 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 Health and Wellbeing 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 the 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. Premiums are extremely competitive with flexible underwriting to accommodate changes in your practice.
- We can include cover for various types of Comprehensive Insurance solutions for all kinds of 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 these initially 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 spend 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 00 44 1684 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 regularly lectures and writes articles for journals.
- Complementary/Alternative Medicine: We can cover over 4000 different therapies/activities.
- We offer a “One-Stop” solution for your other insurance requirements, speak to us today to see how else we can assist you.
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. The Balens Health Professionals Scheme wording is an exclusive designed wording and is only available through Balens.

Important information including the 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. Based on the information you have provided us (online or completing a Proposal Form), 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. There are two aspects to your insurance policy, Professional, Public, Products Liability and a DAS Legal Package. 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 Catlin Insurance Company (UK) Ltd. and for the Legal Expenses cover the insurer is DAS Legal Expenses Insurance Company Ltd. Both of these insurers have a good claims record and are financially secure. This service is on a non-advised basis and this information will enable you to make your own informed decision as to whether or not this policy is suitable for your insurance requirements. 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 dates will be specified in your policy schedule. Plus, your obligations to us and how to cancel your policy are detailed in our Terms of Business which are provided alongside this document.

What does my Professional Liability and Malpractice Insurance Policy Include?

For information on what this policy includes please refer to the ‘Professional Liability & Malpractice Insurance – Insurance Product Information Document’ enclosed.

What does the DAS Legal Protection Policy Include?

Included is a separate Legal and Taxation Policy Package underwritten by DAS Legal Expenses Insurance Company Limited (DAS) and covers Criminal Defence and other costs up to €150,000

Regretfully, 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. For many years we have included our Legal Expenses Policy, the cover is generous, and the exclusions few.

- Wide range of free 24 hour Advice Lines, including Legal/Tax Advice, Counselling, and business support services are included. Corporates with Employees need 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 event of revenue audit. Some accountants have been known to charge over €120 for this.
- Business Assistance Helpline for emergencies involving your premises.
- Disciplinary Hearings Defence and Legal Expenses if you lose your Statutory Licence to practise.

For full information on the DAS Legal Protection Policy please refer to the ‘Welcome to your Legal Expenses Cover’ document enclosed and the full policy wording (available upon request).
Professional Liability & Malpractice Insurance
Insurance Product Information Document

This insurance is provided by XL Catlin Insurance Company UK Limited and is administered by Balens Ltd. XL Catlin Insurance Company UK Limited is authorised and regulated by the Financial Conduct Authority, firm reference number 423308. Company registered in England, number 5328622, address: 20 Gracechurch Street, London, EC3V 0BG.

This document provides a summary of the key information relating to this Professional Liability and Malpractice insurance policy. The full terms and conditions of this insurance can be found in the policy document which is available on request from Balens Limited.

What is this type of insurance?
This is a policy that provides cover for Professional, Public and Products Liability for Health, Wellbeing, Fitness, Beauty and other Health Professionals as noted and agreed by Balens Ltd.

What is insured?

- Under Sections I – III (below) we will pay up to the limit of indemnity shown in the schedule for legal liabilities arising from:

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

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

  **Section III Products Liability**
  - 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 €35,000

**General Extensions**
- Costs and expenses in relation to any claim under Sections I – III will be paid in addition to the limit of liability other than claims made in or under the jurisdiction of the USA or Canada where the limit of indemnity will be inclusive of costs and expenses
- Loss of reputation up to €30,000 per occurrence
- Pre-disciplinary hearing and complaints costs up to €1,500 per occurrence
- Expenses incurred to replace or restore lost or damaged documents up to €70,000 per occurrence
- Retrospective Extension - cover provided by Sections I – III applies to events that happened prior to the commencement of this policy provided such an event is first notified to you during the period of insurance and the previous insurance policy in force at the time of the event will not respond. Full details of the previous policy must be provided.

What is not insured?

- Liability arising out of any criminal, fraudulent act, omission or malicious act.
- Liability arising out of any circumstance, claim and/or event that you knew or ought to have known about that occurred prior to the inception of this policy.
- Liability arising from any warranty or guarantee.
- Liability arising out of your insolvency or bankruptcy.

**Section II Public Liability**
- Liability arising out of loss of or damage to property held in trust.

**Section III Products Liability**
- Liability arising out of any claim or investigation relating to the sale, supply, use or application of an illegal or prohibited substance.
- The cost of replacing, reinstating, rectifying or recalling any product.

**General Exclusions applicable to all sections**
- Liability arising out of the injury to 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 from any claim or in connection with Tour Operators Liability as defined by the Travel Package Regulations
- Any claim or investigation arising from conviction of actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation, whether in the guise of treatment or not.
Are there any restrictions on cover?

General Restrictions applicable to all sections of cover

- Endorsements may apply to your policy. These will be shown in your policy documents.
- Cover excludes any treatment, therapy & or advice to any persons under the age of 16 unless guardian or parental consent has been obtained & recorded on any treatment record.
- Cover for teaching & 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.
- The limit of liability for any products claim, made in the USA or Canada or any territory under their jurisdiction will be costs inclusive and not in addition.

Where am I covered?

- The insurance covers you in the territories listed in the Schedule

What are my obligations?

- Information you have given us at the beginning of the period of insurance or when making changes to your policy, must be complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell us within fourteen (14) days of you becoming aware of any changes in the information you have provided to us which happen before or during any period of insurance.
- You should be suitably qualified to perform the therapies, treatments and or activities noted on the schedule.
- You shall not except at your own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from us.
- You are required to comply with the conditions shown in the full policy wording wherever applicable, including but not limited to:
  - Record keeping condition.
  - Instruments condition.
  - Beauty Therapists, cosmetologists and hairdressers condition.
- You shall on the happening of any loss, damage, injury or accident, give notice as soon as practically possible to Balens Limited and comply with the claims procedure condition as detailed in the full policy wording.

When and how do I pay?

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

When does the cover start and end?

The policy is an annual policy and the cover dates are stated in your schedule. The policy is renewable each year.

How do I cancel the contract?

You can cancel this insurance at any time by contacting Balens Limited. After the cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered.
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 0044 1684 893006. Balens Limited is Authorised and Regulated by the Financial Conduct Authority (FCA) in the United Kingdom & is regulated by the Central Bank of Ireland for Conduct of Business rules. 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. You may check this on the FCA’s Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on Tel: 00 44 207 066 1000. As an insurance intermediary authorised & regulated by the FCA under the Insurance Mediation Directive (Directive 2002/92 EC) we have passported the ability to provide insurance mediation service into the Republic of Ireland.

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

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

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

- Package and/or Scheme Business – these bespoke policies have been specifically designed to meet a range of our clients’ business insurance requirements. Core sections of cover are available in isolation or combined to provide a portfolio of packaged products. The majority of this business is written with single Insurers we hold a Delegated Underwriting Agreement with and we will provide this information before we finalise your insurance arrangements.

- Open Market Commercial Business – is any other business which does not fit our packages and/or schemes. We select from a limited panel of insurers; Angel Risk Management Ltd, Novae Group plc, Hiscox Underwriting Ltd, Beazley Solutions Ltd, Argo Managing Agency Ltd, Corvelia Ltd. We will notify you of the name of the insurer prior to conclusion of the contract.

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

Personal Insurances:
We offer insurance for personal requirements in the following areas;

- Income Protection Insurance – We can source and arrange Personal Accident or Personal Accident and sickness insurance from one provider, W.R. Berkley UK Limited, who we hold a Delegated Underwriting Agreement with. Unless informed differently, this service is on a non-advised basis and we will provide you with the relevant information before we finalise your insurance arrangements, so you can make your own informed choice about how to proceed.

- Household Insurance – We can renew existing household insurance business, which includes Legal Expenses Cover as part of the primary product, only. We use a single insurer which is Zurich Insurance plc. Unless informed differently, this service is on a non-advised basis and we will provide you with the relevant information before we finalise your insurance arrangements, so you can make your own informed choice about how to proceed.
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. Joe Balen, Balens Ltd, Bridge House, Portland Road, Malvern, Worcs, WR14 2TA or by phone on Tel: 00 44 1684 893006 and ask for Mr. Balen or email joe@balen.co.uk or complaints@balens.co.uk. When dealing with your complaint we will follow our complaint handling procedure; a copy of which is available on request.

If a complaint is not resolved to a client’s satisfaction, they may wish to contact: The Financial Services Ombudsman’s Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (1890 88 20 90), or, the Financial Regulator, P.O.Box 9138, College Green, Dublin 2 (1890 77 77 77), or, the Irish Insurance Federation, 39 Molesworth Street, Dublin 2 (01 676 1914). You may also refer to the EU Online Dispute Resolution Platform https://webgate.ec.europa.eu/odr.

In certain circumstances, if the Insurer of your policy is W.R. Berkley UK Limited you may wish to contact the Insurer directly: W.R. Berkley UK Ltd, Compliance Department, 40 Lime Street, London, EC3M 7HA. Telephone: 0207327 5693. Email: complaints@wrbunderwriting.com. In the event that you remain dissatisfied, it may be possible, in certain circumstances, for you to refer the matter to Complaints team at Lloyd’s.

Your Responsibilities
You are responsible for answering any questions or assumptions you may have to make about our world where applicable.

Payment for our Services
In addition to the premiums charged by Insurers, we normally receive commission from the insurers or product providers, details of which are available on request. Any commission we receive will be paid from the insurance premium payable by you. We will also make charges for handling your insurance. You will receive a quotation, which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. For Catlin Insurance Company (UK) Ltd we may receive additional profit sharing payments if the volume of business we place with this insurer reaches certain pre-agreed amounts. These additional payments will come from the overall payments that the insurer receives in relation to this type of business. Please note that our payment terms are stated on our invoices and it is important that payment is made to us in line with these terms. We also draw your attention to the sections headed Cancellation of Insurances and Ending your Relationship with us. If in error, any of our clients overpay their insurance by less than £3 or €4, the overpayment will be donated to charity. Any overpayments of £3 (€4) 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 (€4) 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
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 (30 days for Income Protection policies). You will be charged for reasonable costs incurred in connection 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. Any refunds of less than £3 or €4 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 require in connection with any proposal for insurance cover. 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 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. This includes any changes in details to contact you like your email or postal address. If you are unsure about any matter, please contact us for guidance. Changes of Circumstances Notification -You must notify us in writing if there are any changes since originally completing your proposal form or other relevant documentation, as this could have a bearing on your cover. We undertake to notify this to your Insurers and supply appropriate documentation for the alteration.

Processing and the Use of your Personal Data

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

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

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

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

We will not otherwise use or disclose the personal information we hold without your consent. The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

Subject to certain exemptions, you will be entitled to have access to your personal data. We will maintain records of the insurance contract(s) we arrange on your behalf. It is our policy to keep records in accordance with best practice and as stated in our Privacy Notice.

If you require further information on how we process your data or you wish to exercise your right under the Act, please contact our Data Privacy Representative by emailing dataprotection@balens.co.uk or by writing to The Data Protection Representative at Balens Ltd, Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA or by telephoning 01684 898995. How we process your personal data is detailed further within our Privacy Notice http://www.balens.co.uk/privacy-notice.aspx.

Claims Handling Arrangements

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

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

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

Quotation Validity Period
There is usually a 15 or 30 day validity period after which it will be necessary to re-quote. This will be stated in your quotation letter which you should refer to. It will be necessary to sign a further declaration after a 30 day period has expired in order to go on cover or continue cover. Cover for previous work performed (retroactive cover) may not be included by Insurers if a gap has occurred between a previous policy and a new or renewal one.

Cover also needs to be provided after termination (run-off) on some of our specialised policies should you not take up a renewal from us, it is important to always refer to our instructions and information in this regard. When receiving quotations or information electronically if you wish to receive paper copies please contact us and we will provide this free of charge.

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

Conflicts of Interest, Treating Customers Fairly Call Recording and Marketing
Occasions can arise where we or one of our clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment. As an Ethical Firm we aim to treat our customers fairly. For training and monitoring purposes your telephone conversations with us may be recorded. We may use your information to keep you informed by post, e-mail or other electronic means, about insurance, financial products and services which may be of interest to you as offered by Balens Limited. 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
General Data Protection Regulations (GDPR)

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

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

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

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

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

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

Further details regarding GDPR may be found on Balens website at: http://www.balens.co.uk/news/gdpr-2018.aspx
WELCOME TO YOUR LEGAL EXPENSES COVER

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

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

Here’s how it works:

1. You have a legal problem, such as:
   - Criminal allegations made against you – A disciplinary hearing

2. DAS give you:
   - Unlimited access to legal and tax helplines
   - Unlimited use of an online legal document drafting service

3. If your claim is covered, DAS will:
   - Provide a specialist lawyer to act for your business, who will tell you if you’re likely to win – Pay up to £100,000 to your lawyer to cover legal costs, including the other side’s if you lose

You cannot:

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

DAS will not:

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

We have enclosed your Policy Wording document which provides more detail on your policy. Please take the time to read this document as it will help you understand your cover in more detail. Terms, conditions and exclusions apply to the policy.

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

James Henderson
MD Insurance
CLAIMS EXAMPLES

LEGAL DEFENCE

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

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

DISCIPLINARY HEARING

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

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

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

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

DISCIPLINARY HEARING

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

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

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

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