



# BALENS

*Specialist Insurance Brokers*

Underwritten by



## Who are Balens?

- 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 its' present size mainly through recommendation, not acquisition!
- We are Pioneers in the development of top quality cover for all types of Health Professional with special rates and industry leading cover and have been developing and improving our range for over 17 years in this speciality – often copied, never bettered! We also specialise in Charities and not for profit organisations.
- When you deal with Balens you will receive expert advice and claims service from the largest independent health professional specialist Brokers in the UK and Ireland, backed up by state of the art admin technology.
- Our unique quality wordings are designed by us and not available elsewhere.
- We offer consultancy and a Personal Approach in these days of growing impersonality and aim to offer a friendly, listening approach to our clients' needs. Our slogan "we care for the Carers" describes this intention, and is a good reflection of how we operate.
- We are flexible and design our procedures around the client and not the other way round! We are an ethical company dedicated to customer care and are not solely motivated by profit.

## What can we offer you?

- We are Market Leaders in development and improvement of wordings for Health Professionals. Our policy wordings are, in our opinion, the widest available on the market and include important features that other cheaper insurance packages on the market may not include. Premiums are extremely competitive.
- All types of Comprehensive Insurance solutions for Conventional Medicine Environments and individual private practitioners, Complementary Therapists, Medical Auxilliary Professionals, Health-related Businesses, Organisations, Beauty Therapy Professionals and many other Health Professionals on an individual basis or as part of a customised block scheme arrangement.
- All types of Insurance packages designed especially for charities and not for profit organisations
- We offer a "One-stop" solution for your other Insurance requirements.
- We offer Sympathetic and expert help in event of an incident occurring from specialist intermediaries. 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 of course the reputation of the Therapy, could be affected as a result of claims paid for as a matter of expediency.
- Many well-known and respected organisations use our services. David Balen is an advisor to Professional Bodies on Insurance and Practice Management Issues, and lectures and writes articles for journals regularly.
- Complementary / Alternative Medicine: - We can cover over 700 therapies from lower risk therapies such as Healing to higher risk therapies such as Acupuncture / Osteopathy / Chiropractic / Colonic Hydrotherapy etc.
- Private Conventional Medicine based clinics and other business environments, plus various categories of private practitioner working in the field of Medicine.

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

**2 Nimrod House, Sandy's Road, Malvern, Worcs, WR14 1JJ**

**Tel : 01684 - 893006    Telefax: 01684 – 891361**

*www.balen.co.uk    info@balen.co.uk*

## 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.balens.co.uk](http://www.balens.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.**

## Terms of Business Letter for



**BALENS**



### Important Document Please Retain

#### **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 01684 893006. Balens Limited is Authorised and regulated by the Financial Services Authority. Our 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/register](http://www.fsa.gov.uk/register) or by contacting the FSA on Tel: 0845 6061234.

#### **Our Service**

Our role is to advise you and make a suitable recommendation after we have assessed your needs. 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. Balens Ltd is a member of the Institute of Insurance Brokers and was set up for Specialist Scheme, Commercial and General Business in October 2003, prior to this all Commercial and General Business was transacted via H & L Balen & Company who now trade solely as an Independent Financial Advisors.

#### **Specialised Scheme Insurance:**

➤ As Specialist Insurance Brokers for Health Professionals, Health Organisations & not for profit organisations we mainly arrange Professional Indemnity, Medical Malpractice and Trustee/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.

#### **Commercial Insurances:**

➤ We select commercial insurance products from a range of insurers but, for certain specialised covers, we may only deal with a single insurer or select from a limited number of insurers (you will be given further information about this before we finalise your insurance arrangements). These are composite companies based in the UK or on the Lloyds Market they are members of the Association of British Insurers and/or other appropriate bodies. We may recommend specialist Insurers/Brokers from time to time.

#### **Personal Insurances:**

➤ We only select household products from a limited number of insurers who can deliver the specialised needs of our clients. In addition we can only deal with a single insurer for Personal Accident, Sickness and Legal Expenses Insurance. You may ask us for a list of the insurers we deal with for these products. We may recommend specialist Insurers/Brokers from time to time, you will be given further information about this before we finalise your insurance arrangements.

#### **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. 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@balen.co.uk](mailto:db@balen.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. We 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 a 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. 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. 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. 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 FSA 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 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. 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 indemnity 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. 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. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

### **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.

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.

### **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 1 January 2008 a reasonable fee in connection with this matter 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 we are notified immediately of any claims, or circumstances which could give rise to a claim. When you notify us, 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 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, 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 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.

### **Quotation Validity Period**

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

### **Governing Law**

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

### **Conflicts of Interest**

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.

### **Treating Customers Fairly**

As an Ethical Firm we aim to treat our customers fairly.

### **Call Recording**

For training and monitoring purposes your telephone conversations with us maybe recorded.

*"We care for the carers"*

*Established in 1950, Member of the Institute of Insurance Brokers  
Balens are Authorised and Regulated by the Financial Services Authority Reference number-305787  
Balens is a trading name of Balens Ltd. Registered in England and Wales, No 4931050.  
Registered office, 2 Nimrod House, Sandy's Road, Malvern, WR14 1JJ*

**NB This sheet applies to the Optional Personal Accident scheme shown on the form at £10.00. This is a lump sum pay out policy up to a maximum of £25,000 for Permanent disability i.e accidental death, loss of limbs, loss of sight, loss of hearing and is not a weekly benefit Accident and Illness policy. The policy will run in line with the Medical Malpractice policy and does not reduce in price depending on when you join the main scheme. If you are over the age of 71, we will not be able to offer you this policy**

This document provides you with a summary of the significant features, benefits, limitations and exclusions of the cover provided under the Balens BLOCK Individual Personal Accident Insurance policy. As such it does not contain the full terms and conditions, which can be found in the Policy Wording. This summary is not part of the Policy Wording.

**Insurers**

W. R. Berkley Insurance (Europe), Limited

**Type of Insurance**

This insurance provides financial protection against the consequence of sustaining accidental Bodily Injury. The level of cover applicable is shown in the Schedule. An Insured must be under 71 years of age at the commencement date of the Period of Insurance.

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

The following table shows the main policy features and benefits and any significant exclusions and limitations.

<b>Section A – Personal Accident</b>		
Provides financial protection following accidental Bodily Injury that within 24 months of the date of such accident will result in the death or disablement of an Insured.		
<b>Significant Features &amp; Benefits</b>	<b>Significant or Unusual Exclusions or Limitations</b>	<b>Policy Reference</b>
The following specific benefits may apply:	Committing a criminal act Taking part in civil commotion or riot Suicide, attempted suicide or intentional self injury Taking drugs, solvent abuse or alcoholism Military services (other than UK volunteer reserve force) Air travel other than as a passenger in a licensed passenger aircraft operated by a licensed commercial air carrier Riding or driving in any kind of race Mountaineering or rock climbing normally requiring the use of ropes or guides War Sickness or disease (not resulting from Bodily Injury) Pre-existing conditions Any gradually operating cause Upper age limit of 71 years of age	1. Insuring Clause 2. General Definitions 5.(a) Cover 5.(b) Definitions 5.(c) Extensions 5.(d) Conditions 5 (e) Exclusions
A.1 Accidental Death		
A.2 Loss of Limbs		
A.3 Loss of Sight		
A.4 Loss of Hearing in both ears		
A.5 Loss of Hearing in one ear		
A.6 Permanent Total Disablement		
A.7 Continental Scale		

<b>General</b>	
<b>Significant or Unusual Exclusions or Limitations</b>	<b>Policy Reference</b>
It is a Condition of the Policy that the Insured shall observe travel advice provided by the Foreign & Commonwealth Office (FCO). No cover shall apply in respect of any destination to which the FCO advise against <u>all travel</u> unless agreed in writing. Travel to destinations to which the FCO advise against all but <u>essential business</u> shall be deemed a material fact and should be advised to Insurers. <u>Exclusions</u> Discharge or explosion employing nuclear fission or fusion, chemical, biological, radioactive or similar agents Radioactive contamination	3. General Conditions 4. General Exclusions 5.(e) Exclusions

### **Duration of Policy**

The policy is an annual contract that may be renewed at expiry of a Period of Insurance subject to an Insured's need and our terms and conditions.

### **Cancellation Rights**

You may cancel this insurance and receive a full refund if you return all documentation to Balens Specialist Insurance Brokers within 14 days of receiving them provided that you have not made or intend to make a claim.

### **Law and Jurisdiction**

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

### **Claim Notification**

Notice of any claim or circumstance is to be given to: Balens Specialist Insurance Brokers  
2 Nimrod House, Sandys Road  
Malvern

WR14 1JJ

Claims will be handled by: W. R. Berkley Insurance (Europe), Limited  
2<sup>nd</sup> Floor, 40 Lime Street  
London  
EC3M 7AW  
Telephone: +44 (0)20 7280 9000

### **Complaints Procedure**

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact Balens Specialist Insurance Brokers, 2 Nimrod House, Sandys Road, Malvern WR14 1JJ.

Alternatively you may contact us at the following address: Compliance Officer

W. R. Berkley Insurance (Europe), Limited  
2<sup>nd</sup> Floor, 40 Lime Street  
London  
EC3M 7AW  
Telephone: +44 (0)20 7280 9000

If you are not satisfied with the way a complaint has been dealt with you have the right to request that the Financial Ombudsman Service ("FOS") review your case. Their address is:

Financial Ombudsmen Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone: 0845 080 1800

[www.financial-ombudsmen.org.uk](http://www.financial-ombudsmen.org.uk)

### **Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation should we be unable to meet our financial obligations. You may contact the FSCS on 020 7892 7300 or for further information visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Data Protection Notice**

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



**W. R. Berkley Insurance (Europe), Limited**

Registered Office: 400 Capability Green, Luton, Bedfordshire, LU1 3LU

Registered in England & Wales 4681277

Authorised and regulated by the Financial Services Authority