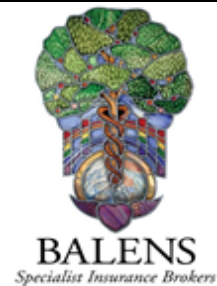


Balens Specialist Insurance Brokers

Affinity Schemes – UK

Key Points Document



Welcome to Balens

- Balens are a well-established, fourth generation family run business.
- We are a Specialist Insurance Broker for Health & Wellbeing, Fitness, Beauty, other Health Professionals and organisations
- We are experts in the development of Insurance wordings for Health and Wellbeing Professionals. These wordings are, in our opinion, one of the widest available on the market and include important features that other available cheaper insurance packages may not include.

What Cover does my Affinity Scheme Insurance Include?

1. Professional Liability and Malpractice Insurance Policy

- This policy is underwritten by Zurich Insurance plc (Zurich).
- This is a policy that provides cover for Professional, Public and Products Liability for Health and Wellbeing, Fitness, Beauty and other Health Professionals as noted and agreed by Balens Ltd.
- The policy provides a limit of liability of £4,000,000, £6,000,000 or £10,000,000 (referral only). This limit is per section and applies to any one claim, for an unlimited number of claims in the policy year for Section I and II unless otherwise stated in the schedule. The limit is in the aggregate for Section III. Legal Defence costs are covered in addition to the limit of liability and are unlimited.
- The policy is on a claims occurring basis with a difference. The policy will cover claims that occurred during the policy period irrespective of when the claim is made, meaning that you are protected for claims that may arise later down the line providing the work was carried out during the period of insurance. We include an upgrade of cover feature on the Zurich Policy that protects you against the effects of inflation, and rising court awards. This cover is a pioneering hybrid offering the advantages of a claims occurring policy with features normally only found on a claims made policy, but with none of the disadvantages, particularly around the issue of discontinuing cover and possibly being uninsured later on if a claim is discovered. This is a major improvement on what is often available through other insurers. Further information about this is available on our website www.balens.co.uk
- The policy will cover you to practice in the UK, cover is also included for temporary trips abroad (please note exclusions apply).
- The policy is an annual policy (unless otherwise stated in Schedule). The policy is renewable each year.

What is Insured?

Section I: Professional Liability

Cover includes:

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

Section II: Public Liability

Cover includes:

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

Section III: Products Liability.

Cover includes:

- Accidental injuries to third parties and third party property damage caused by Products.
- Cover in respect of products supplied independently of any treatment, therapy and or advice is only provided where the annual turnover in respect of such Products supplied does not exceed £30,000.

General Extensions

- Loss of reputation cover up to £35,000 per occurrence.
- Expenses incurred to replace or restore lost or damaged documents up to £50,000 per occurrence.
- Retrospective Extension - cover provided by Sections 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.

General Exclusions

- Liability arising out of the injury of any employee.
- Liquidated, punitive damages and/or fines.
- Any liability caused by, contributed by or arising from nuclear radiation or contamination and/or in consequence of war, pollution and/or terrorism.
- Liability arising out of any criminal, fraudulent acts including sexual harassment.
- Liability arising from any claim or in connection with Tour Operators Liability as defined by the Travel Package Regulations.

General Restrictions

- Endorsements may apply to your policy. These will be shown in your policy documents.
- Cover excludes any treatment, therapy and/or advice to any persons under the age of 16 unless guardian or parental consent has been obtained and recorded on any treatment record.
- Cover for teaching and or training is not provided automatically where a certificate of competence is provided (this does not apply to healing activities or teaching/training provided by a Reiki Master). Cover for students is only provided if activities are supervised by a qualified person or the student is deemed competent to undertake such work by their school or tutor.

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by this policy. If you want to see the full terms, conditions and exclusions of the cover please refer to the policy document, which can be viewed here: www.balens.co.uk/zurich/bzpw.pdf

2. Commercial Legal Protection Insurance

- This policy is underwritten by DAS Legal Expenses Insurance Company Ltd (DAS)
- Cover for legal defence costs against criminal allegations.
- Pre-disciplinary and Disciplinary Hearings cover.
- Jury service and court attendance cover.
- Tax protection cover relating to a tax enquiry, an employer compliance dispute and/or VAT dispute.
- Unlimited access to legal and tax helplines.
- Counselling service.
- The policy provides a limit of liability of £100,000 per claim.

Please refer to the DAS 'welcome to your Legal Expenses cover' document and the DAS policy wording for further details.

3. Personal Accident Insurance

- This is an optional policy.
- The policy is underwritten by W.R.Berkley UK Limited.

Please refer to the Personal Accident Insurance: Insurance Product Information Document and Policy wording for full terms and conditions.

4. All Risks Insurance

- This is an optional policy designed to provide cover for therapy equipment, computers, photographic, electronic, office equipment and stock used in connection with your business
- The policy is underwritten by Covea Insurance plc.

Please refer to the All Risks summary and guide and policy wording for full terms and conditions.

Suitability Statement and Statement of Demands and Needs

Balens Ltd have devised and arranged a bespoke policy suitable for individuals and/or businesses working in the Health and Wellbeing industry. Your cover can be made up of four policies, for each policy we select from only one insurer. For each policy Balens have designed a bespoke policy wording with the insurer and have a delegated binding agreement in place. Each insurer has a good claims record and is financially secure.

This service is on a non-advised basis, which means we do not make a personal recommendation on the suitability of the product. We provide you with sufficient information to enable you to make an informed decision as to whether the policies and the level of cover provided will meet your demands and needs. We act as agent for the insurers involved when sourcing the policy and placing the insurance. In the event of a claim we act as your agent. Your insurance cover start and end date will be specified in your policy schedule. Your obligations to us and how to cancel your policy are detailed in our Terms of Business which are provided alongside this document.

Please read the sections below to ensure the cover you select is suitable for your requirements:

- **Professional, Public and Products Liability cover. The Insurer for this policy is Zurich Insurance plc**
The declaration form requires you to confirm that you are a Health and Wellbeing Practitioner and/or a Business that provides advice, treatment, activities or therapies to members of the public. As such you can be held legally liable for loss or damage to other people's property, injury or harm or financial loss alleged to have been caused to your clients, patients or other parties and you therefore require an insurance policy that meets this requirement. This policy has been designed with the above in mind and to provide defence and payment for damages for the above, as well as covering many additional risks.
- **Commercial Legal Protection cover. The insurer for this policy is DAS Legal Expenses Insurance Company Ltd.**
As a Health and Wellbeing Practitioner and/or Business Balens have recognised a requirement for additional cover relating to potential legal defence costs that may occur through the course of running your business. The Legal Expenses policy provides defence against criminal allegations and provides access to a legal advice helpline.
- **Individual Personal Accident cover (OPTIONAL). The insurer for this policy is W.R.Berkley UK Limited.**
If you select to include this policy, you confirm you require a protection policy that will provide a lump sum settlement to you, or your estate in the event of a total or permanent disability or death caused by accident. This policy will provide a short-term solution providing a maximum claims settlement of £25,000. Please refer to the Insurance Product Information Document for further details. If however, you are looking for a long term solution that provides protection against loss of income due to injury or illness or another type of protection policy, this policy will not be suitable. Please contact us for further information on the policies available.
- **All Risks Cover (OPTIONAL). The insurer for this policy is Covea Insurance plc.**
If you select to include this policy, you confirm you require a policy to provide protection against the loss, damage or theft of your therapy equipment, computers photographic, electronic, office equipment and stock used in connection with your business. You are required to select the level of cover that you feel is appropriate to your requirements and you have used a current full valuation for the goods and items concerned and you have considered and understand the potential of underinsurance. Please refer to the Summary and Guide for further details. If the value of your equipment and/or stock exceed the maximum value provided by this policy then the product will not be suitable. Please contact us for further information on the policies available.



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Personal Accident Insurance

Insurance Product Information Document

Product: Balens BLOCK Policy

W / R / B

UNDERWRITING

| a Berkley Company

This insurance is provided by W. R. Berkley UK Limited which is registered in the UK. W. R. Berkley UK Limited are a service company that is part of the W. R. Berkley Corporation group of companies, authorised and regulated by the Financial Conduct Authority in their capacity as an appointed representative of W. R. Berkley Syndicate Management Limited. They have authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited. (FRN: 710822).

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from Balens Ltd.

What is this type of insurance?

This is a personal accident policy to insure you against bodily injury.



What is insured?

Section A Personal Accident

This section only covers you for bodily injury and does not cover any claim caused or contributed to by sickness. We will pay the benefit shown in the schedule of benefits in the policy schedule if you suffer bodily injury during the period of insurance which results in your:

- ✓ Accidental death; or
- ✓ Loss of or loss of use of a limb(s); or
- ✓ Loss of sight; or
- ✓ Loss of hearing; or
- ✓ Permanent total disablement* (other than as a result of the specified benefits above); or
- ✓ Permanent partial disablement

* *Permanent total disablement meaning Total and absolute disablement which will entirely prevent you from engaging in your usual occupation for the remainder of your life.*



What is not insured?

- ✗ Discharge or explosion employing nuclear fission or fusion, chemical, biological, radioactive or similar agents.
- ✗ Radioactive contamination.
- ✗ War.
- ✗ Committing a criminal act.
- ✗ Taking part in civil commotion or riot.
- ✗ Committing suicide, attempted suicide or intentional self-injury or being in a state of insanity.
- ✗ Taking drugs, solvent abuse or alcoholism.
- ✗ Being a member of the Military services (other than UK volunteer reserve force).
- ✗ Travelling by air 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.
- ✗ Carrying out any occupation or therapies other than those shown on your schedule.
- ✗ Sickness or disease (not resulting from bodily injury).
- ✗ Any gradually operating cause.
- ✗ Being in any locations outside the UK to which the Foreign & Commonwealth Office advise against "all travel".



Are there any restrictions on cover?

- ! Upper age limit for Personal Accident 71 years of age.



Where am I covered?

- ✓ You are covered 24 hours a day anywhere in the world subject to you not travelling against Foreign & Commonwealth Office advice.



What are my obligations?

- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell Balens Ltd without delay if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- You are required to keep to the conditions as stated in your full policy documentation.
- In event of an accident which may result in a claim under this insurance you must:
 - seek the attention of a duly qualified medical adviser as soon as practicable who you must allow to examine you for the purpose of reviewing the claim.
 - notify Balens Ltd without delay.
 - provide us with the necessary authorisations to obtain your medical information and correspondence relating to the subject of the claim or a related pre-existing condition.
 - provide Balens Ltd with all the information we reasonably require.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.



When and how do I pay?

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



When does the cover start and end?

- This insurance cover is for a 12 month period and the start date and end date of the cover are specified in your policy schedule.



How do I cancel the contract?

- If this insurance does not meet your needs, or is no longer required, you can cancel your policy by contacting Balens Ltd.
- If you want to cancel your policy within the 14 day cooling off period of cover commencing we will refund your premium in full as long as no claim has been made.
- If you want to cancel your policy after the 14 day cooling off period there will be no return of premium.
- No refund will be provided if cover is cancelled and a claim has been made.

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>



INSURANCE ACT 2015

Important Information for policy holders

Please read and retain



As your insurance intermediary we need to inform you from time to time of changes in the law and how this may affect your insurance arranged by us. The Insurance Act 2015 effective from 12th August 2016 is an important new development and the object of this leaflet is to bring your attention to it and to explain the implications of it. The new law is designed to be fairer to you in the event of claims being declined due to 'non-disclosure but requires you to play your part'. It is ESSENTIAL that you read the following information to see how it affects you as a commercial client of Balens Ltd when you take out a new insurance policy, renew an existing policy or make any changes to a policy during the year. If you have any questions or require additional information please do not hesitate to contact us at info@balens.co.uk

What you need to do:

- **Disclose all information** that the insurer needs to know before they quote for your insurance. This is called making a 'fair presentation'.
We may send out renewal documents earlier, allowing more time for you to collect the information for us and the insurer to review it. Our set of questions may extend, so please allow time to complete the insurance forms & Questionnaires. Importantly, if your policy covers several individuals you must seek answers to insurance questions from each of them. Likewise, if as a policy holder you are not an individual (a limited company for example, or a Board of Trustees), you must seek answers from your senior management or those responsible for the insurance (i.e. Those who participate in the process of procuring the insurance coverage). Insurers will expect you to undertake a 'reasonable search' for the information you provide to enable them to quote for your insurance. Never assume that information is known by all parties and you should disclose everything at each renewal, even if it's been disclosed before.
- **The facts you provide must be substantially correct and matters of belief or expectations must be made in good faith** – all statements and information you provide regarding your insurance must be truthful and given with the fullness of your knowledge. Statements about insurance must not be reckless or false, otherwise your cover may be affected.

If you have any doubts as to what information you should provide, please contact us at info@balens.co.uk

Why this is so important to you

Unless you make a 'fair presentation' you may find that claims are not paid, or are not paid in full and insurers may keep all of the premium you have paid.

- Where the non-disclosure is deliberate and reckless, the insurer will be entitled to void the policy, refuse all claims and will be entitled to keep your premium.
- Where the non-disclosure is neither deliberate nor reckless, the insurer has 3 options:
 - a) If they can prove that they would not have issued the policy on any terms, they may void the contract, refuse all claims but must return your premium;
 - b) If they can prove that they would have issued the policy, but on different terms, the policy is to be treated as if those different terms applied;
 - c) If they would have issued the policy at a higher premium, they may reduce the pay-out proportionately.

NOTE: If you have a policy underwritten by Zurich Insurance plc, you should note that they have taken a slightly different approach as detailed overleaf.

Zurich's additional premium approach

Charging an additional premium is not a right that is provided for by the Insurance Act 2015. Under the Act, if an insured's failure to make a fair presentation is not deliberate or reckless and the insurer would have charged additional premium if it had been aware of the relevant material facts, the insurer has the right to refuse the amount to be paid on any claim during the period of cover in proportion to the amount of premium that would have been charged.

By way of example, if the insurer would have charged double the amount of premium, the insurer would be entitled to reduce the amount payable on any claim during the period of cover by 50% (e.g. only £50,000 would be paid on any £100,000 claim).

Rather than reducing a claim proportionally, Zurich have instead decided to charge the additional premium that they would have charged if they had known the material facts and pay any claim(s) in full.

Zurich believe that their additional premium approach should – in most situations – be more favourable to you when compared to the proportional claim approach under the Act. However they acknowledge that there may be some situations where this will not be the case. For example, if there are no claims under the policy they may still charge the additional premium. It may also be the case that the additional premium they charge may be higher than the amount that the claim(s) would have been reduced by under the proportional claim approach.

Full details of the new fair presentation of risk clause has been incorporated into Zurich's policy wording, in place of clauses relating to the pre Act duty of disclosure. We would recommend that you read the new policy wording carefully, to ensure that you are aware of the revisions.



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

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Tel 0117 934 2000
Fax 0117 934 2109

DAS Legal Expenses Insurance Company Limited
is authorised by the Prudential Regulation
Authority and regulated by the Financial Conduct
Authority and Prudential Regulation Authority.

Head and Registered Office:
DAS House, Quay Side,
Temple Back, Bristol, BS1 6NH
Registered in England and Wales
Company Number: 103274 www.das.co.uk



INVESTORS
IN PEOPLE | Gold

Financial service complaints we cannot settle can be referred to the Financial Ombudsman Service.

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.