



First Aid Insurance.co.uk

Professional, Public & Products Liability policy –
See www.FirstAidInsurance.co.uk for details.

Administered by:
Balens Ltd
Bridge House
Portland Road
Malvern
WR14 2TA
01684 580771
www.balens.co.uk

Small Business Proposal Form

Proposer Name:			
Business Name: (if applicable)			
Address:			Postcode:
Telephone No:			
Mobile No:			
Email Address:			

Policy Options and Premium Guide

Cover A	Training (incl. First Aid) Organisation Policy - Up to 6 unnamed Also covers the training of other Health & Safety subjects as standard. Includes Legal Expenses Package	
Limit of Liability £4,000,000	£160.00 Malpractice Premium £115.00 DAS Premium £6.19 Insurance Premium Tax £14.54 First Aid Administration Fee: £23.33 Balens Administration Fee: £0.94	Required (✓) <input type="checkbox"/>
Limit of Liability £6,000,000	£175.00 Malpractice Premium £130.00 DAS Premium £6.19 Insurance Premium Tax £16.34 First Aid Administration Fee: £22.83 Balens Administration Fee: £0 Balens contribution £0.36	Required (✓) <input type="checkbox"/>
Cover B	Event Cover Organisation Policy - Up to 6 unnamed Includes Good Samaritan and Non Good Samaritan cover and is extended to cover paid for and 'Event' cover activities. Includes Legal Expenses Package.	
Limit of Liability £4,000,000	£290.00 Malpractice Premium £140.00 DAS Premium £6.19 Insurance Premium Tax £17.54 First Aid Administration Fee: £86.23 Balens Administration Fee: £40.04	Required (✓) <input type="checkbox"/>
Limit of Liability £6,000,000	£336.00 Malpractice Premium £165.00 DAS Premium £6.19 Insurance Premium Tax £20.54 First Aid Administration Fee: £99.73 Balens Administration Fee: £44.54	Required (✓) <input type="checkbox"/>

Cover C	Training & Event Cover Organisation policy - Up to 6 unnamed Includes Good Samaritan and Non Good Samaritan cover and is extended to cover paid for and 'Event' cover activities. Also covers the training of other Health & Safety subjects as standard . Includes Legal Expenses Package	
Limit of Liability £4,000,000	£320.00 Malpractice Premium £170.00 DAS Premium £6.19 Insurance Premium Tax £21.14 First Aid Administration Fee: £82.76 Balens Administration Fee: £39.91	Required (✓) <input type="checkbox"/>
Limit of Liability £6,000,000	£380.00 Malpractice Premium £195.00 DAS Premium £6.19 Insurance Premium Tax £24.14 First Aid Administration Fee: £107.93 Balens Administration Fee: £46.74	Required (✓) <input type="checkbox"/>
Cover D	Training (incl. First Aid) Organisation Policy - Up to 12 unnamed Also covers the training of other Health & Safety subjects as standard . Includes Legal Expenses Package	
Limit of Liability £4,000,000	£314.00 Malpractice Premium £230.00 DAS Premium £6.19 Insurance Premium Tax £28.34 First Aid Administration Fee: £47.03 Balens Administration Fee: £2.44	Required (✓) <input type="checkbox"/>
Limit of Liability £6,000,000	£350.00 Malpractice Premium £204.00 DAS Premium £6.19 Insurance Premium Tax £25.22 First Aid Administration Fee: £80.72 Balens Administration Fee: £33.87	Required (✓) <input type="checkbox"/>
Cover E	Event Cover Organisation Policy - Up to 12 unnamed Includes Good Samaritan and Non Good Samaritan cover and is extended to cover paid for and 'Event' cover activities. Includes Legal Expenses Package.	
Limit of Liability £4,000,000	£580.00 Malpractice Premium £280.00 DAS Premium £6.19 Insurance Premium Tax £34.34 First Aid Administration Fee: £172.83 Balens Administration Fee: £86.64	Required (✓) <input type="checkbox"/>
Limit of Liability £6,000,000	£672.00 Malpractice Premium £330.00 DAS Premium £6.19 Insurance Premium Tax £40.34 First Aid Administration Fee: £199.83 Balens Administration Fee: £95.64	Required (✓) <input type="checkbox"/>
Cover F	Training & Event Cover Organisation policy - Up to 12 unnamed Includes Good Samaritan and Non Good Samaritan cover and is extended to cover paid for and 'Event' cover activities. Also covers the training of other Health & Safety subjects as standard . Legal Expenses Package.	
Limit of Liability £4,000,000	£640.00 Malpractice Premium £340.00 DAS Premium £6.19 Insurance Premium Tax £41.54 First Aid Administration Fee: £165.89 Balens Administration Fee: £86.38	Required (✓) <input type="checkbox"/>
Limit of Liability £6,000,000	£754.00 Malpractice Premium £390.00 DAS Premium £6.19 Insurance Premium Tax £47.54 First Aid Administration Fee: £216.79 Balens Administration Fee: £93.48	Required (✓) <input type="checkbox"/>

This section of the proposal form deals with the information we must ask you to provide in order to complete your application for Insurance.

For **ALL** types of cover we **MUST** have a copy of your valid **First Aid at Work** certificate or recognised equivalent. Additionally, for trainer's insurance we **MUST** have a copy of your **trainers' certificate** (e.g. PTLLS, 7303, Cert Ed, train the trainer etc.)

THIS POLICY WILL COVER UP TO 6 OR 12 UNNAMED STAFF WORKING AT ANY ONE TIME, DEPENDENT ON THE POLICY SELECTED (FOR MORE THAN 12 PLEASE REFER TO Balens Ltd).

You need to tell us about your activities as an event cover provider and or training organisation depending on the cover type selected on the first page of this proposal.

As Event Cover Providers	Event Type	Approximate number of attendances per year	Approximate income per year
	Sports – Type:		
	Fetes and social events		
	Concerts		
	Conference and other indoor events		
	Farm and other outdoor shows or events		
	Other, state:		

As Trainers	Course Type	Approximate number of courses per year	Approximate income per year
	1 day Emergency First Aid at Work		
	3 day First Aid at Work		
	2 day FAW Requalification / 1 day annual refresher		
	Other, state:		
	Other, state		

Declarations	Yes	No
Please confirm no owner, director, business partner or family member involved in the business:		
Has ever been convicted of, or charged (but not yet tried) with any criminal offence other than motoring offences or offences that are spent under the Rehabilitation of Offenders Act 1974? Are there any prosecutions pending?		
Has ever had a proposal or renewal for insurance declined or cancelled; a policy voided, withdrawn or suspended, or special terms imposed by any insurer?		
Has had any claims, or incidents, which could give rise to a claim under any policy involving negligence, error or omission, or are you aware of any circumstances which may cause such a claim or suit being made against you?		
Has ever been the subject of, or have proceedings or applications pending for, any winding up order, receivership, debt relief, liquidation administration, county court judgement (ccj), company or individual voluntary agreement, bankruptcy or insolvency?		

If the answer is Yes to any of the above questions, please ensure full details have been disclosed to us in a clear and accessible manner and have not been misrepresented to us.

Please note:
<ul style="list-style-type: none"> The completion and submission of this form does not bind you or us to enter a contract of insurance. In order to minimise the need for further clarification please answer all questions fully. You understand that you must make a fair presentation of the risk to us when completing this form and at inception, renew and whenever you request changes to you policy. This means you must tell us about all facts and circumstances which may be material to the risks covered by the policy in a clear and accessible manner and must not misrepresent any material facts. A material fact is one which would influence our acceptance or assessment of the risk. If you have any doubt about facts considered material it is in your interest to disclose them. If you do not make a fair presentation of the risk the policy may be avoided, written on different terms or a higher premium may be charged, depending on the circumstances of the failure to present the risk fairly. The policy requires you to keep records of people treated or trained for at least seven years. We suggest that you keep your records indefinitely. The trainer (where applicable) must ensure that the trainees are physically capable of carrying out any instruction, exercises or demonstrations in order to minimise the likelihood of any injuries that may be sustained during training. This must be recorded and kept as defined above.

Insurance Dates	
Proposed Start Date for Insurance:	

You MUST answer either yes or no. A no may result in our not being able to process your application	
I can confirm that I have read and understood the Terms of Business letter attached.	YES / NO

By signing the below I declare that the statements and particulars in this proposal are true and complete. I have made a fair representation of the risk and have not misrepresented or suppressed any material facts. I agree to the contract of insurance being prepared using the information I have supplied in this form along with any associated information I have supplied. I shall inform you of any material alteration to those facts and/or the information supplied before completion of the contract of insurance. A copy of the policy wording is attached for your attention.

Signed..... Dated

For the purpose of Insurance only, First Aid Insurance Solutions is a trading name of AOTEC Limited which is an Appointed Representative of Balens Ltd, Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA, who are authorised and regulated by the Financial Conduct Authority

Please return this proposal form together with payment, a copy of your first aid qualification and training certificate/qualification to Balens Ltd, Bridge House, Portland Road, Malvern, WR14 2TA

Payment Details.

What I am paying for	How I am paying			
	Cheque ✓	Cheque ✓	Cheque ✓	Credit Card ✓
Cover A – Training Organisation Policy	£	£		
Cover B – Event Cover Policy	£	£		
Cover C – Training & Event Cover Policy	£	£		
Cover D – Training Organisation Policy	£	£		
Cover E – Event Cover Policy	£	£		
Cover F – Training & Event Cover Policy	£	£		

By Cheque

Cheques for your **insurance** should be made payable to Balens Limited

By Credit / Debit Card

We welcome Visa, MasterCard, Switch, Solo, Electron, etc. but please note that we do not accept American Express.

Please complete the form and return it to us, we can then accept card payment over the phone. Please call us on 01684 580772.



Balens Limited

Specialist Insurance Brokers to Health & Wellbeing Practitioners & Organisations
Bridge House, Portland Road, Malvern, WR14 2TA

Tel: 01684 – 580771 Fax: 01684 – 891361
www.balens.co.uk info@balens.co.uk

“We care for the Carers”

*Established 1950 – Over 60 years of Service & Personal Support
Balens Ltd are Authorised & Regulated by the Financial Conduct Authority*

Balens Ltd. is authorised & regulated by the Financial Conduct Authority. Copyright Balens Ltd. © 2014. All Rights Reserved.
Authorised and Regulated by the Financial Conduct Authority in the United Kingdom - Balens Limited Registration Number FRN 305787 and regulated by the Central Bank of Ireland for Conduct of Business rules. Balens Financial Ltd (FRN 630456) is an Appointed Representative of Go IFA who are Authorised and Regulated by the Financial Conduct Authority under the FRN 530741. Balens Finance Services Ltd (Bifs) is authorised and regulated by the Financial Conduct Authority under the FRN 721566. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Balens Limited has passporting rights enabling us to carry out insurance transactions within EEA states. This business may not be regulated by the Financial Conduct Authority, however, we apply the same compliance protocol across all of our business.



Underwritten by Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.
UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

First Aid Insurance



For Small Businesses

£160 - Training Companies

£290 - Event Cover

£4,000,000 cover!

A cost-effective insurance policy designed specifically for small businesses providing first aid training or event cover.

Important information including the 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 First Aid industry. Your cover can be made up of two policies, for each policy we select from only one insurer. For each policy Balens have designed a bespoke 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 First Aid Professional 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 First Aid Professional 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.

What Cover does the First Aid 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 First Aid Professionals as noted and agreed by Balens Ltd.
- The policy provides a limit of Liability of **£4,000,000** or **£6,000,000**. 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. **This 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 that 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, please refer to the full policy wording for the conditions applicable)
- 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.
- **First Aid Trainer cover now includes cover for other Health & Safety subjects**

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.

Note. Please visit www.FirstAidInsurance.co.uk for details. Subject to change without notice

First Aid Insurance – Coverage Guide

All policies, small business and individual alike run for one year and cover three areas:

- **Professional Liability**
Any advice which is given in good faith and then acted upon and transpires to be incorrect and has a financial consequence.
- **Malpractice**
Any action which results in injury to a casualty or trainee and in the case of training any injury the trainee causes to themselves (e.g. putting their back out bending to practice CPR)
- **Public Liability**
Covers liability at law for causing injury to other people or for damage to property.

Cover	Description	£4M	£6M	Included	Excluded
Individual Just You	A First Aider	99	115	Good Samaritan, Non Good Samaritan & paid event cover duties. Insurance covers all basic first aid procedures. Advanced first aid is also covered - AED, O2, Entonox, Spinal board, Neck braces, Basic airway management, Guedel Airways, Resuscitators, Aspirators etc. providing the first aider has been specifically trained in these procedures.	Extended skills, nothing invasive or prescription drugs (i.e. Paramedic's with a legal duty to respond)
	B First Aid Trainer	125	150	All First aid and H&S Training	Physical Intervention, confined space and live fire
	C First Aid Trainer & First Aider	155	190	As First Aider and First Aid Trainer	As First Aider and First Aid Trainer
Small Business 6 unnamed	A Training Organisation	160	175	All First aid and H&S Training	Physical Intervention, confined space and live fire
	B Event Cover Organisation	290	336	Good Samaritan, Non Good Samaritan & paid event cover duties. Insurance covers all basic first aid procedures. Advanced first aid is also covered - AED, O2, Entonox, Spinal board, Neck braces, Basic airway management, Guedel Airways, Resuscitators, Aspirators etc. providing the first aider has been specifically trained in these procedures.	Extended skills, nothing invasive or prescription drugs (i.e. Paramedic's with a legal duty to respond)
	C Training and Event Cover Organisation	320	380	As Training Org and Event Cover Org	As Training Org and Event Cover Org
	D Training Organisation	314	350	All First aid and H&S Training	Physical Intervention, confined space and live fire
Small Business 12 unnamed	E Event Cover Organisation	580	672	Good Samaritan, Non Good Samaritan & paid event cover duties. Insurance covers all basic first aid procedures. Advanced first aid is also covered - AED, O2, Entonox, Spinal board, Neck braces, Basic airway management, Guedel Airways, Resuscitators, Aspirators etc. providing the first aider has been specifically trained in these procedures.	Extended skills, nothing invasive or prescription drugs (i.e. Paramedic's with a legal duty to respond)
	F Training and Event Cover Organisation	640	754	As Training Org and Event Cover Org	As Training Org and Event Cover Org

Individual policies are for individual clients only (including proprietor only limited companies). If you employ or use other trainers or if you take payments, bookings or advertise for other trainers this policy may not be suitable – please contact Balens for guidance.

Small Business will cover up to 6 or 12 unnamed individuals (i.e. not notified to us), working at any one time. In both cases the indemnity limits (£4M or £6M) **per section**, apply to any one claim, for an unlimited number of claims in the policy year for Professional and Public Liability unless otherwise stated in the schedule. The limit is in the aggregate for Products Liability.

Crucial Difference between FAI and the Competition

Our policy has a claims occurring wording meaning that as long as the claim being notified occurred when the insurance was in force we will still pay it even if the policy has expired or they have renewed elsewhere.

Most other insurers have a claims made wording which means the claim must be made while the insurance is still in force.

Retroactive cover is included for previously insured work.

There is no limit for working abroad as long as you are a UK resident (USA and Canada excluded)

No limit on product liability other than 30k turnover on retail sales.

For the purpose of Insurance only, First Aid Insurance Solutions is a trading name of AOTEC Limited which is an Appointed Representative of Balens Ltd, Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA, who are authorised and regulated by the Financial Conduct Authority

First Aid Insurance AOTEC Limited -Terms of Business Letter

- **First Aid Insurance (www.FirstAidInsurance.co.uk)**

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. For the purpose of insurance only First Aid Insurance Solutions is a trading name of AOTEC Limited which is an Appointed Representative of Balens Ltd Balens Limited at Bridge House, Portland Road, Malvern, WR14 2TA is Authorised and Regulated by the Financial Conduct Authority. Their 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: 0845 6061234.

Our Service

As an Appointed Representative of Balens Limited we are an Insurance intermediary, not an insurer and our terms of business only applies to the insurance element of the business of AOTEC Limited. We offer Malpractice insurance to members using one insurer called Zurich Insurance plc and the legal package is offered by DAS Legal Expenses Insurance Company Limited. We do not give advice regarding insurance and in situations where we are able to arrange insurance for you and 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. In providing this service to you we act as an agent of the insurer.

Complaints and Compensation

We are an Ethical Firm and aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us in writing to David Arnold, AOTEC Limited, 24 Thomas Drive, Newport Pagnell, MK16 8TH or by telephoning 01293 344556 or by writing to Balens to Mr. J. Balen, Balens Ltd, Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA or by phone on Tel: 01684 893006 and ask for Mr. Balen or email joe@balens.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 you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million, • Charities with an annual income of under £6.5 million, • Trustees of a trust with a net asset value of under £5 million. For further information, you can visit FOS website www.financial-ombudsman.org.uk. You may also refer to the EU Online Dispute Resolution Platform <https://webgate.ec.europa.eu/odr>.

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 90% of the claim without any upper limit. For compulsory classes of insurance (such as 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.

Payment for our Services

In addition to the premiums charged by insurers, we make charges for handling your insurance. Balens Limited will normally receive commission from the insurers or product providers, details of which are available on request from Balens Limited. Any commission Balens Limited receive will be paid from the insurance premium payable by you. You will receive a quotation, which will tell you the total price to be paid, including any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. In many cases we do not receive commission from Insurers/Underwriters as such we charge a fee and this is specified on any quotation provided and in your final documentation. We also draw your attention to the sections headed Cancellation of Insurances and Ending your Relationship with us.

Handling Money

All insurance premiums are handled by Balens Limited. Their financial arrangements with most insurance companies are on a 'risk transfer' basis, which means that they hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if risk transfer does not apply and, in that case, your premiums will be held by Balens Limited in an Insurance Broking Account. Balens Limited holds client money in a non-statutory client trust account pending payment to the insurer(s) concerned. The establishment of the non-statutory trust follows the rules which the FCA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the non-statutory trust account rules, Balens are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a non-statutory client trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to Balens holding your money in a non-statutory client trust account. For the purpose of some transactions, client money may pass through other authorised intermediaries before it is received by the insurer. Interest will not be paid to customers in respect of money held in client bank accounts.

Cancellation of Insurances

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

Quotation Validity Period

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

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. 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 and in arranging premium finance where applicable. 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, or applications for premium finance, 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, premium finance 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 writing to David Arnold, AOTEC Limited, 24 Thomas Drive, Newport Pagnell, MK16 8TH, or by phone on Tel: 01293 344556 or contact Balens 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 writing to David Arnold, AOTEC Limited, 24 Thomas Drive, Newport Pagnell, MK16 8TH or by phone on Tel: 01293 344 556. How we process your personal data is detailed further within our Privacy Notice <https://firstaidinsurance.co.uk/Privacy>. Or contact Balens 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 Balens process your personal data is detailed further within their Privacy Notice <http://www.balens.co.uk/privacy-notice.aspx>.

Claims Handling Arrangements

It is essential that Balens 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.

Governing Law, Conflicts of Interest and Treating Customers Fairly and call recording

First Aid Insurance and Balens Limited 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. 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. We also aim to treat our customers fairly. Please note that any phone calls may be recorded for training and monitoring purposes.

Important Document Please Retain

For the purpose of Insurance only, First Aid Insurance Solutions is a trading name of AOTEC Limited which is an Appointed Representative of Balens Ltd, Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA, who are authorised and regulated by the Financial Conduct Authority