

# First Aid Insurance AOTEC Limited -Terms of Business Letter

- First Aid Insurance ([www.FirstAidInsurance.co.uk](http://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 Limited, Bridge House, Portland Road, Malvern, WR14 2TA who are 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](http://www.fca.org.uk) or by contacting the FCA on Tel: 0845 6061234.

## Important information including the Suitability Statement and Statement of Demands and Needs

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 policy wording with the insurer and have a delegated binding agreement in place. Each insurer has a good claims record and is financially secure. 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**  
As you are renewing your insurance cover with us you have previously confirmed 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 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.

This service is on a non-advised basis which means that we do not make a personal recommendation on the suitability of the product. We provide you with sufficient information and this enclosed information will enable you to make your own informed decision as to whether or not this policy is suitable for your insurance requirements. We act as agent for the Insurers involved when sourcing the policy and placing the insurance, in the event of a claim we act as your agent. Your Insurance cover start and end date will be specified in your policy schedule. Plus, your obligations to us and how to cancel your policy are detailed further on in this document.

## 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.

## 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 either David Arnold, AOTEC Limited, 24 Thomas Drive, Newport Pagnell, MK16 8TH or Balens in writing to Mr. J. Balen, Balens Ltd, Bridge House, Portland Road, Malvern, Worcs, WR14 2TA or by phone on Tel: 01684 893006 and ask for Mr. Balen or email [joe@balens.co.uk](mailto:joe@balens.co.uk) or [complaints@balens.co.uk](mailto: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](http://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](http://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. 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.

### **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](mailto:events@balens.co.uk), phone on Tel: 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 344556. 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](mailto: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 phone on Tel: 01684 898995. How Balens Limited 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.

### **Quotation Validity Period, Governing Law and Conflicts of Interest and Treating Customers Fairly and Call Recording**

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. 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 Limited, Bridge House, Portland Road, Malvern, WR14 2TA which is authorised and regulated by the Financial Conduct Authority