

Terms of Business Letter for



BALENS LIMITED



Important Document Please Read and Retain

Accepting our Terms of Business and The Financial Conduct Authority (FCA)

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us on 0044 1684 893006. Balens Limited is Authorised and Regulated by the Financial Conduct Authority (FCA) in the United Kingdom & is regulated by the Central Bank of Ireland for Conduct of Business rules. Our FCA Register number is 305787. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FCA's Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on Tel: 00 44 845 6061234. As an insurance intermediary authorised & regulated by the FCA under the Insurance Mediation Directive (Directive 2002/92 EC) we have passported the ability to provide insurance mediation service into the Republic of Ireland.

Our Service

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

This document sets out our commitment to you as our client and outlines the principles we follow in doing business with you. Balens Ltd is a member of the British Insurance Brokers Association and was set up for Specialist Scheme, Commercial and General Business in October 2003, prior to this all Commercial and General Business was transacted via H & L Balen & Company.

Specialised Scheme Insurance:

- As specialist Insurance Brokers for Health Professionals, Health Organisations & not for profit organisations. We mainly arrange Professional Indemnity, Medical Malpractice and Trustees/Directors Liability and select products from a limited number of insurers who provide us with Delegated Authority to bind cover for Affinity Groups and Individuals. We may recommend specialist Insurers/Brokers from time to time.

Commercial Insurances:

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

Personal Insurances:

- We only select Household Products, Personal Travel insurance, Life and Income Protection Products, Business Expenses and Legal Expenses Insurance from a limited number of insurers who can deliver the specialised needs of our clients. You may ask us for a list of the insurers we deal with for these products. We may recommend specialist Insurers/Brokers from time to time, you will be given further information about this before we finalise your insurance arrangements.

Complaints and Compensation

We are an Ethical Firm and aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us in writing to Mr. D. Balen, Balens Ltd, Bridge House, Portland Road, Malvern, Worcs, WR14 2TA or by phone on Tel: 00 44 1684 893006 and ask for Mr. Balen or email db@balen.co.uk. When dealing with your complaint we will follow our complaint handling procedure; a copy of which is available on request.

If a complaint is not resolved to a clients satisfaction, the client may wish to contact; the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (1890 88 20 90), or, the Financial Regulator, P.O.Box 9138, College Green, Dublin 2 (1890 77 77 77), or, the Irish Insurance Federation, 39 Molesworth Street, Dublin 2 (01 676 1914).

Payment for our Services

In addition to the premiums charged by Insurers, we normally receive commission from the insurers or product providers, details of which are available on request, and make charges for handling your insurance. You will receive a quotation, which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We also draw your attention to the sections headed Cancellation of Insurances and Ending your Relationship with us. If in error, any of our clients overpay their insurance by less than £3 or €4, the overpayment will be donated to the Balens Family Health & Wellbeing Trust. Any overpayments of £3 (€4) or more will be refunded to the insured by the same method as the initial payment received. If you would prefer refunds of less than £3 (€4) to be paid to you or you wish to know more about our Charitable Trust, please contact us.

Handling Money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the Insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the Insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows the rules which the FCA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us. You are entitled to cancel the policy within 14 days from the day after the day of conclusion of the contract (30 days for Income Protection policies). You will be charged for reasonable costs incurred in relation to the cover and services provided. Cancellation by you in other circumstances may result in enhanced, short-period charges as determined by us and/or the product provider. Any refunds of less than £3 or €4 will be donated to The Balens Health & Wellbeing Trust, if you require more information concerning this please contact us. You should also be aware that, in certain circumstances according to the terms of the policy, Insurers may be entitled to cancel your policy and allow a proportionate return of premium. This does not apply to short term policies of less than one month's duration such as commercial risks, also many of our specialist Malpractice and Professional Indemnity policies do not have a return of premium available. If you allow your insurance policy to lapse we may not be able to reinstate the policy incorporating previous terms, conditions or at the same costing.

Ending our Relationship

You may terminate our authority to act on your behalf with 14 days' notice (30 days' notice with regard to Income Protection) or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. 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. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. You must read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, Insurers require immediate notification of a claim or circumstances that might lead to a claim. You must inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance. Changes of Circumstances Notification - You must notify us in writing if there are any changes since originally completing your proposal form or other relevant documentation, as this could have a bearing on your cover. We undertake to notify this to your Insurers and supply appropriate documentation for the alteration.

Use of Personal Data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances and/or claims it will be necessary for us to pass such information to insurers and other product or service providers or your professional body/training school, these parties may be inside or outside the European Economic Area. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent. Some of the details you may be asked to give us, such as information about offences, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurance. Subject to certain exemptions, you will be entitled to have access to your personal data for which we reserve the right to charge a reasonable fee (as at 1 January 2011 a reasonable fee in connection with this matter is defined as £10/€13). We will maintain records of the insurance contract(s) we arrange on your behalf. It is our policy to keep records in accordance with best practice within the insurance industry. We are happy to provide this service free of charge for as long as you are our client.

Claims Handling Arrangements

It is essential that we are notified immediately of any claims, or circumstances which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. Your policy wordings will describe in detail the procedure and conditions in connection with making a claim. In addition to providing a claims handling service we will:

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

Quotation Validity Period

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

Governing Law

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

Marketing

We may use your information to keep you informed by post, e-mail or other electronic means, about insurance, financial products and services which may be of interest to you. Information may be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted for these purposes. You can contact us at any time to have your details removed from lists used by us for marketing.

Conflicts of Interest, Treating Customers Fairly and Call Recording

Occasions can arise where we or one of our clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment. As an Ethical Firm we aim to treat our customers fairly. For training and monitoring purposes your telephone conversations with us may be recorded.

"We care for the carers"
Established in 1950, Member of the British Insurance Brokers' Association
Balens are Authorised and Regulated by the Financial Conduct Authority Reference number-305787
Balens is a trading name of Balens Ltd. Registered in England and Wales, No 4931050.
Registered office, Bridge House, Portland Road, Malvern, WR14 2TA