



Health & Safety Insurance

Affiliate No.

142

- Professional Indemnity
- Malpractice
- Public Liability
- See www.FirstAidInsurance.co.uk for details.

**24 Thomas Drive
Newport Pagnell
MK16 8TH
Tel. 01908 610093
Fax 01908 610590**

For H&S Officers and Trainers,

Individual & Single Trainer (Employee) Proposal Form

Name	
Business Name (if applicable)	
Address	
Postcode	
Tel.	
Mobile	
Email	

Cover Required – Circle which Cover and any Options you require.

		£2M cover	£5M cover
Cover A	Health & Safety Officer policy. Includes Legal Expenses Package.	£99	£123.75
Cover B	Health & Safety Trainer. Includes Legal Expenses Package	£125	£156.25
Cover C	Trainer and Health & Safety Officer policy. (Same as cover A plus Cover B)	£155	£193.75
Option 1	Add-on Retroactive Cover for previous work performed for up to 5 years.	ADD £15	ADD £18.75

Included in the above premiums is a Balens documentation fee of £1 to £35 and affinity fee of £2.50 to £82. All fees will be disclosed on the certificate of insurance.

Please complete this section if you have selected option A or C

Please give details of your employment and responsibilities relating to health and safety activities.

Please complete this section if you have selected A or C

Course Subject Please specify	Approx. number of Courses per year	Approx. income per year

Please enter qualifications relating to Health & Safety and any other qualifications relating to the cover selected.

Qualification / Course	Date taken	Course / Qualification Provider	Copy enclosed

Please complete this section.

Have you under current or previous trading titles been convicted of any criminal offence, other than motoring, or are there any prosecutions pending?	YES / NO
Has any insurer ever cancelled, declined or refused to renew, or accepted the risk at special terms? If yes please give details.	YES / NO
Have you had any claims, or incidents, which could give rise to a claim under the policy involving negligence, error or omission, or are you aware of any circumstances which may revert to such a claim or suit being made against you?	YES / NO
Have any claims been made against yourself, the company or its staff, or are there any circumstances of which you may be aware, which may give rise to a claim?	YES / NO
If the answer is yes to any of the above questions, please do not sign the declaration, but send us information on a separate sheet of paper giving full details.	

Please add here any other areas that you require insurance cover for or items that you feel are relevant to your application.

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Please note:

- The policy requires you to keep records of incidents of people trained for at least seven years. We recommend 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	
Existing Insurance Provider	
Date Existing Insurance Expires	

Please answer

I can confirm that I have read and understood the Terms of Business letter attached.

YES /NO

If you are unsure of any of the sections or of the scope of any of the policies (covers), please contact us for details.

I confirm that the answers above are true and that I have not withheld any material fact*. I am aware of no claims, suits or any circumstances which could reasonably lead to a claim being made, or action initiated against me. I can also confirm that I have read and understood the Terms of Business Letter attached and that I have read and understood the notes above.

Signed

Dated

*This means that you should answer the above questions in full and not withhold or misrepresent any facts which are likely to influence the Company's assessment and acceptance of this proposal. You have a duty to disclose them and failure to do so could invalidate the insurance. A specimen policy wording is available on request at all times.

Please return this proposal form together with payment, a copy of your Health & Safety qualifications and training certificate/qualification to First Aid Insurance. 24 Thomas Drive, Newport Pagnell, Bucks. MK16 8TH

First Aid Insurance - Terms of Business Letter

For:

- **First Aid Insurance (www.FirstAidInsurance.co.uk)**
- **The Association of First Aiders (www.AoFA.org)**
- **First Aid Café (www.FirstAidCafe.co.uk)**

24 Thomas Drive, Newport, Pagnell, MK16 8TH Tel: 01908 610093, Fax: 01908 610590

The Financial Services Authority (FSA)

First Aid Insurance is a trading name of Intek Training Limited which is an Appointed Representative of Balens Limited, 2 Nimrod House, Sandy's Road, Malvern, Worcestershire, WR14 1JJ which is authorised and regulated by the Financial Services Authority. Their FSA Register number is 305787. Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this by visiting the FSA website: www.fsa.gov.uk or by contacting the FSA on Tel: 0845 6061234.

Our Service

We offer Malpractice insurance to members using one insurer called SVB Syndicate. 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.

Complaints and Compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact David Arnold, First Aid Insurance, 24 Thomas Drive, Newport Pagnell MK16 8TH Tel. 01908 610093 alternatively, please contact Balens in writing to Mr. D. Balen, Balens Ltd, 2 Nimrod House, Sandy's Road, Malvern, Worcs, WR14 1JJ or by phone on Tel: 01684 893006 and ask for Mr. Balen or email db@balens.co.uk

Letters will be acknowledged within 5 working days of receipt. You will be advised of the person who will be dealing with your concerns and when you can expect a response. They aim to provide you with a full written response to the matters raised within 20 working days. The matter will be dealt with in line with our internal complaints procedure and our findings reported to you.

If you are not satisfied, you may refer the matter to the Financial Ombudsman Service (except in the case of commercial customers with a group turnover of £1m or more or trustees with a net asset value of £1m or more). We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of the business (if a commercial customer) and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Payment for our Services

In addition to the premiums charged by insurers, we normally receive commission from the insurers or product providers and make charges for handling your insurance as follows.. 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. In many cases we do not receive commission from Insurers/Underwriters and so charge a fee which is stated in our leaflet and on your documentation. Please see Termination of Authority

Handling Client Money and/or Insurer Money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis, which means that we 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 us in an Insurance Broking Account. We pass client money to Balens, which 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 FSA 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 should 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. Many of our specialist malpractice and professional indemnity policies do not have a return of premium available.

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Termination of Authority

You may terminate our authority to act on your behalf with 14 days notice or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions of adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

Your Responsibilities (Duty of Disclosure)

You are responsible for providing complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose any material fact or other information material to the insurers this could invalidate the policy and mean that claims may not be paid. You should 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 should 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 should 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 should 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.

Confidentiality of Personal Data

All personal information is treated by us as private and confidential and processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurances, without consent, except where we are compelled by law (including all regulators or law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

Claims Handling Arrangements

It is essential that FirstAidInsurance or Balens are notified immediately of any claims, or circumstances which could give rise to a claim. When you notify them, 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 they will:

- Employ due care and skill if we act on your behalf in respect of a claim.
- Provide you information about how to handle complaints and potential clashes.
- Give you guidance on pursuing a claim under the policy, if required.
- Handle claims fairly and promptly and keep you informed of their progress.
- Inform you in writing if we are unable to deal with any part of a claim.
- 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 they cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.

Quotation Validity Period

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

Retention of Documents on Client's Behalf:

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.

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.

Clients' Consent

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between third parties. I agree that the Terms of Business will come into effect from the date of issue.