



Policy for Representation Costs in Criminal and Disciplinary Proceedings for Individual Registered Veterinary Nurses

January 2020

Policy for Representation Costs in Criminal and Disciplinary Proceedings for Individual Registered Veterinary Nurses

The Veterinary Defence Society Limited

4 Haig Court, Parkgate Industrial Estate, Knutsford, Cheshire WA16 8XZ.

This Policy should be read in conjunction with the current Schedule, which forms part of, and should be kept with the Policy.

Please read this document carefully.

When reading this Policy, please note the use of specifically defined words, details of which are set out in Section 4 of the Policy.

January 2020

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Section 1 Introduction

- 1.1** This Policy, the Proposal Form, the Schedule and any memorandum attached hereto or endorsement hereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.
- 1.2** This Policy is a legally binding contract between the Society and each Registered Veterinary Nurse (RVN) Covered Person.
- 1.3** The RVN Covered Person must immediately notify the Society in writing of any change in the details provided to the Society in the Proposal Form and any RVN Covered Person must immediately notify the Society in writing with details of any criminal charges or disciplinary proceedings potentially relevant to this Policy.
- 1.4** Subject to the terms of the Articles of Association, the terms of this Policy and payment or agreement to payment of the premium in full, the Society provides the RVN Covered Person with membership of the VDS and will indemnify the RVN Covered Person on the basis set out in the Policy.
- 1.5** The headings used in this Policy document are inserted for convenience only and shall not affect the construction or interpretation of the Policy.
- 1.6** In the Policy the singular includes the plural and the male gender includes the female and vice versa.
- 1.7** Where a term of this Policy relates to anything to be done or observed by the RVN Covered Person it is a Condition Precedent to the Society's liability under the Policy.
- 1.8** The Society's address for all purposes in connection with the Policy is: 4 Haig Court, Parkgate Industrial Estate, Knutsford, Cheshire WA16 8XZ. Telephone number: +44 (0) 1565 652737 and Fax number: +44 (0) 1565 751079.

Section 2 Criminal and Disciplinary Proceedings

2.1 Subject to the terms of the Policy the Society will indemnify the RVN Covered Person for his reasonable Representation Costs incurred:

- a)** in criminal proceedings brought against the RVN Covered Person in a court of criminal jurisdiction of first instance in respect of:
 - (i)** a criminal offence or criminal offences the subject of a charge or charges;
 - (ii)** and any related offence or offences the subject of any subsequent charge or charges (irrespective of the date the charge or charges are made); and
 - (iii)** in disciplinary proceedings brought by the RCVS or by the VCI against the RVN Covered Person arising from the circumstances which are connected with criminal proceedings referred to in Section 2.1(a)(i) or (ii),

where the time at which the RVN Covered Person commenced or is alleged to have commenced to violate the criminal law in question was during the Period of Insurance or prior to the Period of Insurance as set out in the proviso at (ii) below; and

b) in disciplinary proceedings brought by the RCVS or by the VCI against the RVN Covered Person in respect of an act or omission or a series of acts or omissions which commence during the Period of Insurance or prior to the Period of Insurance as set out in the proviso at (ii) below, excluding Representation Costs for disciplinary proceedings relating to circumstances which give rise to criminal proceedings against the RVN Covered Person:

PROVIDED THAT this indemnity will apply only to the extent that the act(s) or omission(s) which are the subject of the criminal proceedings or disciplinary proceedings (as the case may be) relate(s) directly to the practice of veterinary nursing and result(s) from:

- (i)** Normal Veterinary Nursing Work undertaken during the Period of Insurance whilst the RVN Covered Person was included on the Schedule or a subsequent period of insurance when the RVN Covered Person is named on the relevant policy schedule; or
- (ii)** (a) Normal Veterinary Nursing Work undertaken by the RVN Covered Person whilst engaged by a practice insured with the Society after 1 January 2011 and prior to 1 January 2017 and where the RVN Covered Person was named on the policy schedule for that practice as entitled to cover for Representation Costs at the time of the relevant act(s) or omission(s) and for which no indemnity is available under the earlier policy or

(b) Normal Veterinary Nursing Work undertaken by the RVN Covered Person after 1 January 2011 and prior to 1 January 2017 at a date when the RVN Covered Person was a member of the Society as a result of insurance cover provided by the Society on an individual basis to the RVN Covered Person at the time of the relevant act(s) or omission(s) and for which no indemnity is available under the earlier policy.

Furthermore where the criminal charges or disciplinary proceedings which are the subject of the indemnity in Section 2.1(a) or Section 2.1(b) arise out of acts or omissions which occur in more than one period of insurance all relevant acts or omissions shall be deemed to have occurred in the period of insurance as at the date of the first act or omission and the Society's liability will not exceed the applicable limit of indemnity under the policy which was in place at the date of the relevant period of insurance.

2.2 The Society's liability to the RVN Covered Person for Representation Costs:

- (a)** in respect of Section 2.1(a) will not exceed the Limit of Indemnity for RVN Criminal and Disciplinary Cover; and
- (b)** in respect of Section 2.1(b) will not exceed the Limit of Indemnity for RVN Criminal and Disciplinary Cover

PROVIDED ALWAYS that the Society's maximum combined aggregate liability for all Representation Costs under this Policy (whether under Section 2.1(a) or 2.1(b) or cumulatively under the two sections) in respect of each RVN Covered Person will not in any circumstance exceed the Aggregate Limit of Indemnity for RVN Criminal and Disciplinary Cover set out in the Schedule.

2.3 The Society's liability in respect of Representation Costs is limited as set out in Section 2.2 and to those costs incurred with the Society's prior written consent. The identity and the timing of the appointment of any legal representatives or experts shall be at the sole discretion of the Society.

2.4 In the event of a dispute arising between the Society and the RVN Covered Person regarding the extent or reasonableness of Representation Costs for which indemnity is sought under this Section, the dispute will be referred to a senior barrister (to be mutually agreed upon between the RVN Covered Person and the Society or in default of agreement to be nominated by the Chairman of the General Council of the Bar of England and Wales) who will decide on whether and the extent to which such Representation Costs as the RVN Covered Person has incurred or wishes to incur, should in all the circumstances, be met by the Society under this Policy and the decision of the senior barrister shall be final. The cost of the senior barrister's fees in connection with such a dispute shall be paid by the Society.

Exclusions

2.5 The Society will not be liable to indemnify any RVN Covered Person or any other person under Section 2:

- (a) in respect of fines or penalties of any kind.
- (b) in respect of any order or agreement to pay the costs of a complainant, regulator, investigator or prosecutor of any professional conduct complaint against, or investigation into the professional conduct of the RVN Covered Person, or in relation to criminal proceedings.
- (c) in respect of appeal costs or costs subsequent to a Veterinary Nurse Disciplinary Committee hearing on an Inquiry of the VCI, to include costs relating to any application to court by the RCVS or the VCI.
- (d) in respect of costs relating to any criminal and disciplinary proceedings brought against the RVN Covered Person outside the Territorial Limits, or relating to proceedings brought in a court of law within the Territorial Limits to enforce a foreign judgment whether by way of reciprocal agreement or otherwise.
- (e) in respect of costs following the postponement of a decision by the Veterinary Nurse Disciplinary Committee or an Inquiry of the VCI when the RVN Covered Person has not met the conditions of the postponement.
- (f) in respect of any criminal, illegal, deliberate, wilful, dishonest, fraudulent or malicious act or omission on the part of the RVN Covered Person.
- (g) in respect of costs for which the RVN Covered Person is entitled to indemnity under any other policy of insurance except in respect of any sum up to the limit of indemnity exceeding the amount which would have been payable under such insurance had this Policy not been effected.
- (h) in respect of costs incurred in connection with any criminal or disciplinary proceedings where the date of the first act or omission which is the subject of the criminal charges or the disciplinary proceedings was prior to the Period of Insurance (except as set out in the proviso at (ii) in Section 2.1)
- (i) in respect of costs relating to any criminal or disciplinary proceedings arising from or in relation to the ownership, maintenance, operation or the use of any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), aircraft or watercraft by or on behalf of the RVN Covered Person.
- (j) in respect of costs relating to any criminal or disciplinary proceedings in any way arising out of the ownership, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises.
- (k) in respect of costs relating to any criminal or disciplinary proceedings arising directly or indirectly from libel or slander or defamation except in so far as the same arises in the course of Normal Veterinary Nursing Work and the RVN Covered Person acted honestly and in good faith.
- (l) in respect of costs relating to any criminal or disciplinary proceedings arising from the manufacture of any products except extemporaneously produced veterinary medicines.
- (m) in respect of costs relating to any criminal or disciplinary proceedings relating to the distribution or sale of any products outside the ordinary course of Normal Veterinary Nursing Work.
- (n) in respect of death or injury to or illness or disease contracted by any person arising out of and in the course of:
 - (i) his employment by the RVN Covered Person under a contract of service or apprenticeship with the RVN Covered Person;
 - (ii) his performance of any contract he has entered into with the RVN Covered Person such contract relating to work of a kind ordinarily performed under a contract of service;
 - (iii) his employment or participation in the performance whether as a servant, sub-contractor, agent or other delegate, direct or indirect of any such contract referred to in (ii) above.
- (o) in respect of costs relating to any criminal or disciplinary proceedings arising, directly or indirectly, out of exposure to, inhalation of, or fear of a consequence of exposure to, or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos.

- (p) in respect of costs relating to any criminal or disciplinary proceedings directly or indirectly occasioned by, happening through or in consequence of terrorism, for the avoidance of doubt to include the actions of animal rights activists.
- (q) in respect of costs relating to any criminal or disciplinary proceedings arising from selling or promoting pet insurance or any other insurance.
- (r) in respect of costs relating to any criminal or disciplinary proceedings (i) arising out of any activity for which the RVN Covered Person has sought the consent of the RCVS or the VCI or requires the consent of the RCVS or the VCI if such consent has been refused or declined or not obtained or (ii) in respect of any activity which the RCVS or the VCI has disapproved of whether generally or specifically in relation to the RVN Covered Person or (iii) relating to a RVN Covered Person's failure to comply with a request from the RCVS or the VCI.
- (s) in respect of costs relating to any criminal or disciplinary proceedings directly or indirectly arising out of, caused by or contributed to by:
 - (i) the controlling or processing of third party non-public data or information for which the RVN Covered Person is responsible;
 - (ii) phishing, pharming, impersonation or any other communication designed to obtain third party non-public data or information from a third party under false pretenses, or failing to prevent or hinder such communication;
 - (iii) breach of any privacy legislation in any jurisdiction by the RVN Covered Person or by someone for whom the RVN Covered Person is legally responsible;
 - (iv) any infringement of any copyright, title, slogan, trademark, trade name or domain name; plagiarism, piracy or the misappropriation of any product or service; any breach of confidentiality or invasion or interference with any privacy;
 - (v) the transmission of any Malware from the RVN Covered Person's network, or from the network of any Cloud Service Provider;
 - (vi) failure to secure the RVN Covered Person's computer system or network that results in Unauthorised Access;
 - (vii) failure to prevent a denial of service attack launched from the RVN Covered Person's network or from the network of any Cloud Service Provider; and/or
 - (viii) PCI Fines and Assessment Costs.

Conditions

- 2.6** It is a Condition Precedent to the Society's liability that immediately the RVN Covered Person is notified of criminal charges against him or receives a letter identifying an issue or issues of professional conduct from the RCVS or the VCI, or as soon as the RVN Covered Person becomes aware that criminal charges or disciplinary proceedings are likely to be brought against him if such criminal charges or disciplinary proceedings relate to the practice of veterinary nursing the RVN Covered Person will:
- 2.6.1** immediately notify the Society in writing with full particulars; and
 - 2.6.2** immediately provide to the Society all documents concerning such criminal or disciplinary proceedings.
- 2.7** It is a Condition Precedent to the Society's liability under this Policy that the RVN Covered Person will co-operate fully with the Society and those instructed by the Society in connection with any criminal or disciplinary proceedings or notice of complaint. For the avoidance of doubt co-operation under this clause requires that the RVN Covered Person shall, at his own expense, provide all information and documents reasonably requested by the Society, provide timely and reasonable instructions to legal representatives and attend all meetings he is requested to attend with the Society and/or the Society's representatives to include conferences with legal representatives.
- 2.8** If any payment is made, or the Society becomes liable to make such a payment under the Policy, the Society is thereupon subrogated to all the RVN Covered Person's rights of recovery, contribution and indemnity in relation thereto and the RVN Covered Person shall give to the Society all assistance as the Society may reasonably require to secure such rights and remedies and (in particular) at the Society's request the RVN Covered Person shall execute all documents necessary to enable the Society to pursue proceedings in the name of the RVN Covered Person.

Section 3 Miscellaneous Conditions Applicable to the Policy

Requirements of Registration

- 3.1 At the time of the Normal Veterinary Nursing Work to which the criminal charge and/or the disciplinary proceedings relate in respect of which indemnity under Section 2 is sought the RVN Covered Person must have been either:
- (a) a veterinary nurse whose name appears on the Register of Veterinary Nurses maintained by the RCVS; or
 - (b) a veterinary nurse whose name appears as being fully registered or provisionally registered on the Register of Veterinary Nurses maintained by the VCI.

Appointment of Legal Representatives

- 3.2 Solely the Society will decide the identity and timing of the appointment of any legal representatives or experts. The Society may require legal representatives' and experts' reports to be submitted direct to the Society. Any statement or information or fact in respect of criminal or disciplinary proceedings given by the RVN Covered Person shall be deemed to have been also made direct to the Society. For the avoidance of doubt, Representation Costs do not include the cost of the RVN Covered Person's time or any internal or overhead expense of the RVN Covered Person.

Governing Law

- 3.3 This Policy shall be governed by and interpreted in accordance with English law and subject to any arbitration, the English Courts shall have jurisdiction.

Disputes

- 3.4 Any disputes relating to the interpretation or construction of this Policy including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act then in force. The number of arbitrators shall be one. In the absence of agreement the arbitrator shall be nominated by the Chairman of the General Council of the Bar of England and Wales. The arbitration will take place in London, England and will be subject to English law and jurisdiction.

Cancellation

- 3.5 The Society may cancel this Policy without reason by giving 30 days' notice of cancellation by recorded delivery letter to the RVN Covered Person. If the Society elects to cancel the Policy the Premium will be adjusted from the date of cancellation to the end of the Period of Insurance and any refund payable will be paid to the RVN Covered Person as named in the Schedule.
- 3.6 The RVN Covered Person may cancel this policy without reason by giving notice of cancellation by letter or email sent to the Society provided that the notice of cancellation is given by the RVN Covered Person. The cancellation will take effect from the date the letter or email is received by the Society if that is a working day, or the first working day after receipt if the letter or email is received on a non-working day. Following cancellation there will be no refund of any Premium.
- 3.7 In accordance with the Articles of Association if the premium remains unpaid for a period of one month of the same becoming due the Policy will be cancelled from inception.

Contracts (Rights of Third Parties) Act 1999

- 3.8 A person or company who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Payments in the Republic of Ireland

- 3.9 Where the RVN Covered Person is in practice in the Republic of Ireland all payments which become due or payable, shall be payable in the Republic of Ireland.

Section 4 Definitions

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| “Aggregate Limit of Indemnity for RVN Criminal and Disciplinary Cover” | As set out in the Schedule. |
| “Animal” | Any creature whether born or unborn, alive or dead, or any animal organism, but not homo sapiens. |
| “Articles of Association” | The Articles of Association of The Veterinary Defence Society Limited. |
| “Cloud Service Provider” | Any third party with whom the RVN Covered Person has a contract for the provision of computing services, infrastructure platforms or business applications. |
| “Condition Precedent” | A term of the Policy with which the RVN Covered Person must comply before the Society will provide an indemnity. |
| “Emergency Veterinary First Aid and Pain Relief” | Normal Veterinary Nursing Work relating directly to emergency first aid and pain relief provided to any Animal as required by the RCVS Code of Professional Conduct for Veterinary Nurses or the VCI Code of Professional Conduct for Veterinary Nurses or any subsequent revisions of such codes. |
| “Limit of Indemnity for RVN Criminal and Disciplinary Cover” | As set out in the Schedule. |
| “Malware” | Any code designed to (i) erase, deny access to or corrupt data, including but not limited to ransomware; (ii) damage or disrupt any network or system; and/or (iii) circumvent any network security product or service. |
| “Normal Veterinary Nursing Work” | The provision of veterinary nursing services including the treatment or examination of, or advising or attendance on, any Animal, any research or activity necessary for such treatment, examination or attendance. |
| “PCI Fines and Assessment Costs” | All amounts that the RVN Covered Person is legally required to pay under a contractual agreement between the RVN Covered Person and any other organization by which the RVN Covered Person is allowed to accept payment by credit or debit card following any breach of the Payment Card Industry Data Security Standard including but not limited to fines, case management fees, non-compliance fees, re-imbusement of fraudulent transactions, any costs incurred in card reissuance and/or costs incurred in the appointment of a PCI Forensic Investigator. |
| “Period of Insurance” | The period set out in the Schedule, save when the policy is cancelled or terminated, when the period of insurance ends on the date the cancellation or termination becomes effective. |

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| “the Policy” | The printed policy wording, the Proposal Form, any renewal form, Schedule and any memorandum or endorsement. |
| “the Proposal Form” | Any document completed by or on behalf of the RVN Covered Person in respect of the insurance coverage relating to the Policy. |
| “RCVS” | The Royal College of Veterinary Surgeons. |
| “Representation Costs” | Legal costs and disbursements and investigative and related expenses reasonably and necessarily incurred with the Society’s prior written consent in relation to criminal or disciplinary proceedings. |
| “RVN Covered Person” | As set out in the Schedule. |
| “Schedule” | The Schedule issued by the Society relating to the Policy. |
| “the Society” | The Veterinary Defence Society Limited. |
| “Territorial Limits” | The United Kingdom (including the Isle of Man and the Channel Islands) and the Republic of Ireland. |
| “Unauthorised Access” | Use of the RVN Covered Person’s computer system or network infrastructure by any person or persons not authorised to do so, including employees. |
| “VCI” | The Veterinary Council of Ireland. |
| “the VDS” | The Veterinary Defence Society Limited. |

Complaints Procedure

The Society will:

- Acknowledge complaints promptly
- Investigate quickly and thoroughly
- Keep the RVN Covered Person informed of progress and do everything the Society can to resolve the complaint fairly.

In the event of a complaint, the RVN Covered Person must contact the Society in one of the following ways (in all cases quoting the individual membership number or claims reference if appropriate):

- **Telephone:** +44 (0) 1565 652737
- **Email:** admin@thevds.co.uk
- **Post:** The Veterinary Defence Society Limited, 4 Haig Court, Parkgate Industrial Estate, Knutsford, Cheshire WA16 8XZ.

Further details about how to make a complaint can be found on the Society's website at www.thevds.co.uk

If the complaint cannot be resolved to the satisfaction of the RVN Covered Person, they may be eligible to refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4 567 (calls to this number are free on mobile phones and landlines)
0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Contact Details for Notification of Claims or Circumstances

The Veterinary Defence Society Limited, 4 Haig Court, Parkgate Industrial Estate, Knutsford, Cheshire WA16 8XZ

Tel: +44 (0) 1565 652737

Fax: +44 (0) 1565 751079

Email: claims@thevds.co.uk

The Veterinary Defence Society Limited

Registered Office: 4 Haig Court, Parkgate Industrial Estate, Knutsford, Cheshire WA16 8XZ

Email: admin@thevds.co.uk **Web:** www.thevds.co.uk **Tel:** +44 (0) 1565 652737 **Fax:** +44 (0) 1565 751079

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