



# About the VDS Policy for Registered Veterinary Nurses

January 2021

# Representation Costs Insurance



## Insurance Product Information Document

Company: The Veterinary Defence Society Limited

Product: Policy for Representation Costs in Criminal and Disciplinary Proceedings 2021

VDS Insurance is a trading style of The Veterinary Defence Society Limited (VDS), which is a company limited by guarantee, incorporated in the United Kingdom (registered no. 2159441) and registered in Ireland (registration no. 909190). Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Veterinary Defence Society Limited (trading as VDS Insurance) is regulated by the Central Bank of Ireland as a branch in Ireland. We are an 'insurance undertaking' within the FCA definition.

This document summarises the key information relating to this product. Complete pre-contractual and contractual information is provided in the schedule and wording for the contract of insurance ('Policy Documents').

### What is this type of insurance?

This product provides cover to Registered Veterinary Nurses for representation costs in criminal and disciplinary proceedings that arise from Normal Veterinary Nursing Work.



#### What is insured?

- ✓ The purpose of this product is to provide cover for representation costs in criminal and disciplinary proceedings, where these relate directly to the practice of veterinary nursing.
- ✓ This product covers:
  - Representation costs incurred in connection with veterinary nursing work carried out during the policy period in either:
    - (i) criminal proceedings; or
    - (ii) disciplinary proceedings brought by the Royal College of Veterinary Surgeons (RCVS) or the Veterinary Council of Ireland (VCI) against individuals named in the Schedule



#### What is not insured?

Please refer to the Policy Document for full details. What is not insured includes the following (note references to 'loss' include claims, claims costs and representation costs):

- ✗ Any loss arising from any criminal, illegal, deliberate, wilful, dishonest, fraudulent or malicious act or omission (although indemnity will be provided to insured(s) who do not commit or condone the act or omission in question)
- ✗ Claims relating to incidents, occurrences, facts, matters, acts or omissions which were known (or ought to have been known) before policy inception which might give rise to a claim
- ✗ Any loss relating to proceedings arising from:
  - selling or promoting any insurance (including pet insurance)
  - the ownership, maintenance and operation of land motor vehicles, trailers or semi-trailers, aircraft or watercraft
  - the ownership, use or occupation or state of any premises
  - libel, slander or defamation that does not arise in the course of providing veterinary nursing services (as defined)
  - manufacture of products
  - death or injury of an employee
- ✗ Proceedings brought outside the UK or Republic of Ireland, or the European Economic Area or Switzerland
- ✗ Civil liability of any kind
- ✗ Appeal costs
- ✗ Fines or penalties of any kind
- ✗ Liability arising from failure to comply with a request from the RCVS or the VCI



## What is not insured? (Continued)

- ✗ Any loss arising from work carried out on humans
- ✗ Any loss covered by other insurance
- ✗ Any loss arising from terrorism, including animal rights activists
- ✗ Losses (as defined in the Policy) arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system or technology
- ✗ Any loss arising out of the control or processing of data (as defined in the Policy)



## Are there any restrictions on cover?

- ! Each head of cover is subject to the limits of indemnity in the Schedule
- ! You must consider carefully the indemnity limits and the total (or 'in the aggregate') for the policy period. The indemnity limits are our maximum liability for the head of cover in question. In each case, this limit is inclusive of damages (if covered) and/or legal and other costs
- ! The total liability of the VDS will not exceed the relevant limit of indemnity
- ! The limit of indemnity for representation costs in related criminal and disciplinary proceedings is £150,000 (€180,000) for Registered Veterinary Nurses, with an aggregate limit of £300,000 (€360,000) for all such costs in relation to the Registered Veterinary Nurse insured under the policy during the policy period



## Where am I covered?

- ✓ The cover for representation costs in criminal and disciplinary proceedings relates only to such proceedings that are prosecuted in the UK and Republic of Ireland, or the European Economic Area or Switzerland



## What are my obligations?

**Please refer to the Policy Documents for full details. You must answer our questions honestly and with reasonable care before you take out, make changes or renew your policy.**

- You must disclose all material facts (i.e. facts that would influence the judgement of a prudent insurer in determining whether to accept the risk and, if so, on what terms) before you take out, make changes to or renew your policy
- You must notify us within three business days, with details of any investigations which could lead to criminal charges or disciplinary proceedings, by calling our Claims Team on **+44 (0)1565 652737** or by emailing **claims@thevds.co.uk**. Failure to notify us promptly may result in your claim being rejected or reduced in accordance with the prejudice to the Society
- The Registered Veterinary Nurse to be insured must be listed in the Schedule. You should not admit liability without our consent, and you must cooperate fully with us in the event of any notification, of criminal/disciplinary proceedings, otherwise this may result in the rejection of your claim or a reduction in the amount payable



## When and how do I pay?

You must pay for your policy in full. Payment is due within 14 days of the date of our Invoice



## When does the cover start and end?

The start and end dates for the contract are set out in the schedule



## How do I cancel the contract?

You can cancel this policy at any time by giving us notice in writing.

Please contact our Membership department if you wish to cancel your Policy at **admin@thevds.co.uk** or on **+44 (0) 1565 652737**

## Important Information about this product and the VDS

The VDS provides cover for representation costs in criminal and disciplinary proceedings for Registered Veterinary Nurses. You will need to refer to the policy documentation for full details of the cover provided. In this document we set out key terms and features of this product which do not appear in the Insurance Product Information Document.

### The VDS, our services and remuneration

We only offer our own products. We will provide details of the products we offer and may ask questions to identify what products you require information about. We do not, however, provide personal recommendations or advice about the products we offer.

**You are responsible for deciding whether this product meets your demands and needs.** If you are in any doubt as to whether this product meets your demands and needs, you should seek independent professional advice.

Our employees and representatives do not receive commissions, bonuses, profit share or other sales related financial incentives.

### Your demands and needs

Before you apply for cover please read the Insurance Product Information Document and this Important Information sheet carefully. This product meets the demands and needs of Registered Veterinary Nurses (as listed in the Schedule) in respect of legal representation costs arising from charges against Registered Veterinary Nurses in criminal and disciplinary proceedings.

The available limits of indemnity are set out in the Proposal Form. We also apply 'aggregate' limits of indemnity. Our maximum liability for all covered claims in the policy period will not exceed the aggregate limits shown in the Schedule.

Our Invoice to you will confirm your demands and needs by specifying the cover you are applying for and the Indemnity Limits which are available. The Invoice is our quotation of the premium we will charge and, for annual cover, is valid for 30 days from the date of issue.

By paying our Invoice, you confirm your agreement that this product is consistent with your demands and needs. If you have any concerns or questions about the scope of cover being offered you should raise these before you make any payment of our Invoice.

### Law & Jurisdiction

This product is governed by English law. Any disputes between us and you concerning this product will be resolved by arbitration.

### Data Protection

In order to provide you with our products and services, we collect and process personal data. For information on how we deal with data and your rights as a data subject, please visit [www.thevds.co.uk/privacy](http://www.thevds.co.uk/privacy) or ask us for a hard copy version of our Privacy Notice.

### The Veterinary Defence Society Limited

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

Registered Office: 4 Haig Court, Parkgate Industrial Estate, Knutsford, Cheshire, WA16 8XZ. Registered in England and Wales no. 2159441

Registered Office: 8th Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2. Registered in Ireland no. 909190

The Veterinary Defence Society Limited (trading as VDS Insurance) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Veterinary Defence Society Limited (trading as VDS Insurance) is regulated by the Central Bank of Ireland as a branch in Ireland.