



# About the VDS Practice Policy

January 2024

**ROI**

# Professional Indemnity Insurance



## Insurance Product Information Document

Company: The Veterinary Defence Society Limited

Product: Professional Indemnity Insurance 2024

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 is professional indemnity insurance for veterinary surgeons providing veterinary services and companies and limited liability partnerships operating a veterinary practice. It also provides cover for representation costs in criminal and disciplinary proceedings for veterinary surgeons and Registered Veterinary Nurses and cover for representation costs in criminal proceedings for companies and limited liability partnerships operating a veterinary practice.



#### What is insured?

- ✓ The purpose of this product is to cover liability in connection with veterinary services provided on behalf of a veterinary practice (or its predecessor in business). The product also provides cover for liability in connection with emergency veterinary first aid and pain relief, and for representation costs in criminal and disciplinary proceedings, regardless of whether these relate to veterinary services provided on behalf of a veterinary practice
- ✓ Cover under this product is available for 3 different categories of veterinary work, described in the contract documents as "Risk Groups". These categories, broadly, are 'domestic pets', 'equine' and 'farm animals'
- ✓ This product covers:
  - Civil liability relating to claims made in the policy period for breaches of veterinary professional duty
  - Civil liability for accidental trespass and breach of any statute or regulation affecting the practice of veterinary medicine
  - Claimants' costs and expenses for indemnifiable claims
  - Defence costs and expenses relating to indemnifiable claims
  - Representation costs incurred in connection with veterinary 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
  - Representation costs incurred in connection with veterinary work carried out during the policy period in criminal proceedings against limited companies and/or limited liability partnerships named in the policy 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 where the veterinary services relate to a Risk Group for which no cover is provided unless the claim relates to emergency veterinary first aid and pain relief
- ✗ 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



## What is not insured? (Continued)

- ✗ 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 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
- ✗ Appeal costs
- ✗ Fines or penalties of any kind
- ✗ Liability arising from
  - financial guarantee or insolvency
  - trading losses, liabilities or debts
  - personal debts
  - wrongful dismissal, repudiation or breach of an employment contract or other employment-related claims as detailed in the policy
  - any activity for which RCVS or VCI approval has been sought but not obtained, or which the RCVS or VCI have disapproved
  - failure to comply with a request from the RCVS or the VCI
  - performance warranties, express guarantees, penalty clauses or liquidated damages
- ✗ 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 what indemnity limits you need for each occurrence and in 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
- ! When choosing your indemnity limits you should be aware that, in addition to considering the value of individual animals under your care, the larger claims handled by the VDS often involve numerous animals and/or business losses that flow from a single occurrence
- ! Regardless of how many veterinary surgeons/companies/limited liability partnerships are entitled to indemnity under this product, the total liability of the VDS will not exceed the relevant limit of indemnity
- ! Whatever limits you choose, civil liability cover in respect of death or bodily injury is limited to £10m (€12m) per claim
- ! The limit of indemnity for representation costs incurred during the policy period in related criminal and disciplinary proceedings is £200,000 (€240,000) for veterinary surgeons (and the same limit applies to limited companies/limited liability partnerships in relation to criminal proceedings) with an aggregate limit of £400,000 (€480,000) for all such costs in relation to each veterinary surgeon/limited company or limited liability partnership insured
- ! 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 each Registered Veterinary Nurse insured under the policy during the policy period



## Are there any restrictions on cover? (Continued)

- ! Where veterinary services are provided in connection with the sale, purchase or valuation of horses, there are particular restrictions on cover and VDS approved certificates must be used in accordance with the policy terms. Full details are set out in the Policy Documents
- ! Where veterinary services are provided on behalf of the Practice by a Veterinary Subcontractor, there are particular restrictions on cover relating to the requirement for the Veterinary Subcontractor to carry separate and valid professional indemnity insurance with no impairment to the rights of subrogation. Full details are set out in the Policy Documents
- ! In relation to partnerships, partners who are not veterinary surgeons will not be covered under this product



## Where am I covered?

- ✓ You are covered for your liabilities arising from veterinary work undertaken worldwide but only if these liabilities do not arise from proceedings or suit brought or made, or threatened to be brought or made in a court of law other than in the United Kingdom (including the Isle of Man and the Channel Islands) or the Republic of Ireland, or the European Economic Area or Switzerland
- ✓ The cover for representation costs in criminal and disciplinary proceedings also relates only to such proceedings 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 when responding to our questions (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 claims to us within 14 days of a claim occurring by calling our Claims Team on **+44 (0)1565 652737** or by emailing **claims@thevds.co.uk**. You must notify knowledge of circumstances which may give rise to a claim to us (using the same contact details) as soon as reasonably practical. Failure to notify us of claims or circumstances promptly may result in your claim being rejected or reduced in accordance with the prejudice to the Society
- You must notify us (using the same contact details) within 14 days of receiving details, with details of any investigations which could lead to criminal charges or disciplinary proceedings. Failure to do so may invalidate cover
- All veterinary surgeons to be insured must be listed in the Schedule. You should not admit liability for or settle or offer to settle any claim without our consent, and you must cooperate fully with us in the event of any notification, claim or criminal/disciplinary proceedings. Failure to maintain an accurate and current list of personnel may result in the rejection of your claim or a reduction in the amount payable



## When and how do I pay?

You can either pay for your policy in full or in instalments by direct debit. 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?

Other than when the Period of Insurance is less than one month, the Insured or Covered Persons may cancel this Policy by giving notice of cancellation by letter or email sent to the Society, within 14 working days of the date when the Insured is informed that the contract has been concluded, or at any other time during the Period of Insurance. The notice of cancellation must be given by or on behalf of every Insured and Covered Person.

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 insurance for veterinary surgeons, Registered Veterinary Nurses, and companies and limited liability partnerships operating a veterinary practice. This product is specific to the practice of veterinary medicine and is technical in nature. 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 veterinary surgeons, Registered Veterinary Nurses, providing veterinary services (as listed in the Schedule) and companies and limited liability partnerships operating a veterinary practice in respect of:

- professional indemnity insurance for practices and veterinary surgeons for claims in connection with negligence arising from Normal Veterinary Work
- legal representation costs arising from charges against veterinary surgeons and Registered Veterinary Nurses in criminal and disciplinary proceedings
- legal representation costs arising from charges against limited companies and limited liability partnerships in criminal proceedings

You must decide on the Risk Group(s) that require cover (see below) and the indemnity limit(s) you require. The available limits of indemnity are set out in the Proposal Form.

We also apply 'aggregate' limits of indemnity for each Risk Group. Our maximum liability for all covered claims in the policy period will not exceed the aggregate limits shown in the Schedule.

All our limits of indemnity for civil liability are inclusive of any damages and/or legal or other costs.

Our Invoice to you will confirm your demands and needs by specifying the Risk Group(s) for which you require cover and the indemnity limit(s) you have selected.

Our Invoice is our quotation of the premium we will charge and, for annual cover, is valid for 30 days from the date of issue. Other quotations, such as those for mid-term adjustments to the policy, may be valid for other periods as we may specify from time to time.

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.

## Liability Caused by Veterinary Sub-contractors

The VDS Practice Policy will indemnify any Insured to the extent that liability of the Insured is caused by the act or omission of any Veterinary Sub-contractor provided each and all of the following apply:

- all and any rights of recourse by the Insured against the Veterinary Sub-contractor have not been waived or otherwise impaired: and
- the Society's rights of subrogation (to the extent permitted under the Consumer Insurance Contracts Act 2019 of Ireland) are not impaired in any way; and
- the Veterinary Sub-contractor has separate and valid professional indemnity insurance in respect of all Normal Veterinary Work undertaken by the Veterinary Sub-contractor for or on behalf of the Insured (whether during the present period of insurance or during any prior Period of Insurance).

## About the VDS Risk Groups

The VDS provides cover for civil claims in connection with negligence arising from Normal Veterinary Work in respect of 3 categories called 'Risk Groups'. You must decide how much cover you require for each Risk Group.

The 3 Risk Groups are as follows (full details appear in Annex A at the end of this document):

- Risk Group D: Domestic Pets
- Risk Group E: Equines
- Risk Group F: Farm Animals

We do not provide cover for veterinary work undertaken in connection with Risk Groups E or F unless these are specified in the Schedule or the claim arises a result of a veterinary surgeon's professional obligation to provide emergency veterinary first aid and pain relief.

Cover for veterinary practices that work exclusively with Equines and/or Farm Animals automatically includes an indemnity limit of £250,000 (€300,000) for Risk Group D. If a practice's involvement with Risk Group D is more than occasional, this must be declared in the Proposal Form.

The Proposal Form and Schedule explain how different types of work are allocated to different Risk Groups (including where work relates to more than one Risk Group).

## Changes to your Practice personnel

It is important that you declare any changes to the Practice personnel during the Period of Insurance. You must accurately declare all the veterinary surgeons to be included in this insurance and describe the Extent and Type of Normal Veterinary Work they undertake. It is important that you also declare the details of RVNs who require legal representation cover under this Policy. Failure to maintain an accurate and current list of personnel may invalidate insurance cover.

## 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.

## Annex A: Risk Group Listing

The Risk Group categories applicable to this Product are as follows:

Risk Group D:	Risk Group E:	Risk Group F:
<p><b>Veterinary work involving:</b></p> <ul style="list-style-type: none"> <li>• Small animals kept as domestic pets, including exotic animals (e.g. birds, reptiles, amphibians small mammals, fish)</li> <li>• Small animals (as above) kept for breeding, research, showing, display to the public (to include small animals kept in zoos/safari parks/aquaria/wildlife parks/marine zoos) and in private collections</li> <li>• Working/sporting/farm dogs</li> <li>• Guide dogs</li> <li>• Greyhounds kept for racing/breeding</li> <li>• Greyhound racing track veterinary duties</li> <li>• Racing and fancy pigeons</li> <li>• Native wildlife</li> <li>• Food animal species kept non-commercially, as pets</li> <li>• Diagnostic laboratory work to all of the above</li> </ul> <p><b>But EXCLUDING (i) equine animals; (ii) food animals (i.e. species of animal normally used for the production of human or animal food or fibre, skin or hide) kept for commercial purposes.</b></p>	<p><b>Veterinary work involving:</b></p> <ul style="list-style-type: none"> <li>• Equine animals</li> <li>• Racecourse work</li> <li>• Riding establishment inspections</li> <li>• Competition and race horse regulatory work</li> <li>• Diagnostic laboratory work relating to equine animals</li> </ul> <p><b>But EXCLUDING animals in Risk Groups D and F.</b></p>	<p><b>Veterinary work involving:</b></p> <ul style="list-style-type: none"> <li>• Food animals i.e. species of animal normally used for the production of human or animal food or fibre, skin or hide (excluding equine animals)</li> <li>• Animals other than those in Risk Group D (and excluding equine animals) kept for display to the public: to include animals kept in zoos/safari parks/aquaria/wildlife parks/marine zoos</li> <li>• Any animal not included in Risk Group D or E</li> <li>• Veterinary services relating to meat hygiene and animal feed production</li> <li>• Diagnostic laboratory work relating to food animal species</li> <li>• Export/import certification of food, food products, pet food, animal feed, eggs, animal products, skins, hides, agricultural machinery</li> </ul> <p><b>But EXCLUDING animals in Risk Groups D and E.</b></p>

## **The Veterinary Defence Society Limited**

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

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