

Policy Information - Dog Hydrotherapy Establishments

This Policy Information document is designed to guide you through the main parts of the policy and does not give the full terms and conditions of the insurance policy. These will be shown in your Policy Documents and Schedule of Insurance; you may request a full copy of the Policy Documents before you take out the insurance by telephoning **Brooks Braithwaite (Sussex) Ltd on 0845 071 0543**.

Policies are Underwritten by:

In respect of sections 1 to 6

Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority (FSA), register number 202715. This can be checked by visiting the FSA website at www.fsa.gov.uk/register.

In respect of sections 7 to 8

International Insurance Company of Hannover Ltd, L'Avenir, Opladen Way, Bracknell, Berkshire RG12 OPE.

International Insurance Company of Hannover Ltd is authorised and regulated by the Financial Services Authority (FSA), register number 202640. This can be checked by visiting the FSA website at www.fsa.gov.uk/register.

In respect of section 9

Allianz Insurance plc, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX. Company Registered in England No. 84638.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority (FSA), register number 121849. This can be checked by visiting the FSA website at www.fsa.gov.uk/register.

The Scheme Administrator:- Brooks Braithwaite (Sussex) Limited is authorised and regulated by the Financial Services Authority (FSA), register number 304839. This can be checked by visiting the FSA website at www.fsa.gov.uk/register.

Brooks Braithwaite (Sussex) Ltd is Registered in England Number 1416900.

General Exclusion that applies to all sections of the policy

- Any loss or damage as a result of; war (whether declared or not), riot, strikes, nuclear reaction, radiation or radioactive contamination or any act of terrorism.
- This insurance does not cover any loss, damage, claim, cost, expense or other sum directly or indirectly attributable to or as a consequence of fair wear and tear.

Section 1

Important - Please read this carefully

When considering which sections you would like your insurance to cover please note that claims settlements on Section 1 (Buildings and Contents) and Section 2 (Business Interruption) of the policy are subject to a **'Condition of Average'; Underinsurance**.

What does this mean? In simple terms, we rely upon you to tell us the true rebuilding costs of the buildings you wish to insure, or the true value of contents, stock etc (All Section 1). In the case of Section 2 (Business Interruption) the amount should be your gross annual revenue. **If these amounts are understated, then the payment of any subsequent claim will be affected.** For example, if you state that your rebuilding cost is £50,000 when in fact it should be £100,000 then in the event of any claim, the insurers would only pay 50% of your loss less the applicable excess.

- (1a) Buildings** (including outbuildings, annexes, extensions, brick or concrete block walls and metal fences attached to and forming part of the commercial premises and/or animal housing and animal exercise areas).
- Cover for loss or damage caused by fire, storm, flood, escape of water, theft or attempted theft and malicious damage (Accidental Damage cover may be added at additional cost).

What Insurers Will Not Pay

- Loss or damage caused by subsidence, land slip or heave.
- Loss or damage to fences and gates in the open and not forming part of the buildings.
- Loss or damage due to or caused by latent defect, normal wear and tear, faulty or defective design or materials, faulty or defective workmanship.
- An excess of £250 each and every claim or as stated on your Schedule of Insurance.

(1b) Contents

(Accidental Damage cover may be added at additional cost)
This could include such items as fixtures and fittings, dog and cat beds and feeding bowls, portable heaters, office furniture, hydrotherapy pools, documents and records, fire fighting equipment, floor coverings, employee's personal effects.

- Cover for loss or damage caused by fire, storm, flood, escape of water, theft or attempted theft and malicious damage for contents used in connection with your business.

What Insurers Will Not Pay

- Loss or damage caused by subsidence, land slip or heave.
- Loss or damage caused by breakdown or mechanical failure.
- Loss by theft unless by forcible and violent entry to or exit from the premises or by threat of violence.
- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

(1c) Stock

(Accidental Damage cover may be added at additional cost)
Cover for loss or damage to stock held at your premises in connection with your business, this could include such items as animal feeds, or other items that you may hold for resale.

What Insurers Will Not Pay

- Loss or damage to animals in your care, custody and control.
- Loss or damage caused by subsidence, land slip or heave.
- Loss by theft unless by forcible and violent entry to or exit from the premises or by threat of violence.
- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

(1d) Internal Fixed Glass

(Including Accidental Damage cover)
Cover for the breakage of internal fixed glass at your premises.

What Insurers Will Not Pay

- Loss or damage caused by subsidence, land slip or heave.
- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

(1e) Computer and Other Business Equipment

(Including Accidental Damage cover)

- Cover for loss or damage caused by accident, fire, storm, flood, escape of water, theft or attempted theft and malicious damage for electronic equipment used in connection with your business. This could include such items as computers, fax machines, printers, scanners, telephones, tills, grooming equipment etc.

What Insurers Will Not Pay

- Loss or damage caused by breakdown or mechanical failure.
- Loss or damaged caused by date recognition failure.
- Loss by theft unless by forcible and violent entry to or exit from the premises or by threat of violence.
- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

(1f) Business Machinery

(Including Accidental Damage cover)

- Cover for loss or damage caused by accident, fire, storm, flood, escape of water, theft or attempted theft and malicious damage for business machinery used in connection with your business. This could include such items as lawn mowers, power washers, ride on mowers, generators etc.

What Insurers Will Not Pay

- Loss or damage caused by breakdown or mechanical failure.
- Loss by theft unless by forcible and violent entry to or exit from the premises or by threat of violence.
- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

Section 2

Business Interruption - including loss of your Local Authority Licence due to circumstances beyond your control

- Loss of revenue due to your business being interrupted by an event under Section 1, such that you are unable to trade. (An event would normally be fire, storm, flood, escape of water, theft or attempted theft, malicious damage etc.) The maximum period for which this benefit would be payable is 12 months.

What Insurers Will Not Pay

- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

Section 3

Money

- Loss of money (including cheques, cash, money orders, postal orders etc.) in connection with your business, up to £4,000.
 - Cover under this section extends to provide compensation as a result of theft resulting in injury to the Insured.
 - Cover level may be extended to £8,000 for the payment of an additional premium.
- What Insurers Will Not Pay
- Loss of any money whilst in transit unless due to assault, violence or threat of violence.
 - Loss of any money by shortage due to error, omission or mysterious disappearance.
 - Loss of any money caused by the dishonesty of any officer, member or employee of the Insured.
 - Loss of money from an unattended vehicle or an unattended stand at a show or exhibition.
 - An excess of £50 each and every claim or as stated on your Schedule of Insurance.

Section 4

Own Goods in Transit

- Cover up to £2,000 for damage or theft of goods being transported in your vehicle(s) in connection with your business.

- Cover level may be extended to £4,000 for the payment of an additional premium.

What Insurers Will Not Pay

- Loss by theft unless by forcible and violent entry to the vehicle or by threat of violence.
- An excess of £50 each and every claim or as stated on your Schedule of Insurance.

Section 5

Specified All Risks Cover

This section allows the policyholder to extend the insurance cover for items specified in Sections 1e and 1f, Computer and other Business Equipment and Business Machinery to all risk cover anywhere in the United Kingdom, European Union or Worldwide for the payment of an additional premium.

What Insurers Will Not Pay

- Loss from an unattended vehicle when the equipment is being transported unless such vehicle is securely locked and alarm systems are activated.
- An excess of £100 each and every claim or as stated on your Schedule of Insurance.

Section 6

Frozen Food

- Cover up to £1,500 for the loss of frozen animal food stored at your premises in connection with your business.
 - Cover level may be extended to £3,000 for the payment of an additional premium.
- What Insurers Will Not Pay
- Any loss caused by defective insulation or due to normal wear and tear of freezer cabinets.
 - An excess of £50 each and every claim or as stated on your Schedule of Insurance.

Section 6a

Loss or Theft of Keys

- Cover for the replacement loss or theft of keys for buildings used in connection with your business.
 - Maximum benefit £1,500.
 - Replacement of locks necessary to keep the premises secure.
- What Insurers Will Not Pay
- Loss by theft unless by force and/or violence.
 - Insured's personal keys.
 - More than the maximum benefit £1,500.
 - An excess of £50 each and every claim or as stated on your Schedule of Insurance.

Section 7

Employers' Liability

(Please note: It is a legal requirement under the Employers' Liability (Compulsory Insurance) Act 1969 that you have Employers' Liability Insurance if you employ anyone who is not a close family member on a full or part time basis or a work experience placement)

This section provides cover for your employers' legal liability to your employees in the event of death, injury or disease sustained whilst working in your business.

- Cover up to £10,000,000 including related legal costs (£5,000,000 in the event of terrorism and asbestos).
- Excess Nil.

Section 8

Public/Products Liability

- Cover up to £2,000,000 (or as requested and stated on your Schedule of Insurance) in respect of your business's legal liability to third parties including related legal costs if a third party is killed, injured or their property is damaged.

What Insurers Will Not Pay

- Any liability in respect of the rehoming of animals.
- Legal liability to animals boarded with you or otherwise in your care.
- An excess of £250 for Third Party Property damage only.

Professional Indemnity

For payment of an additional premium, you can extend your Public Liability cover to cover Professional Indemnity if you are carrying out such activities as dog training, dog and cat grooming, hydrotherapy treatments etc. The limit of indemnity under this cover is £100,000.

What Insurers Will Not Pay

- Claims involving any allegation of libel or slander.
- Any liability in respect of advice given or recommendations made with regard to the rehoming of animals.
- An excess of £250 each and every claim or as stated on your Schedule of Insurance.

Condition Applicable to all Sections of Liability Cover

Claims (Contribution)

If at the time of any event to which Liability under the insurance applies there is but for the existence of this insurance, any other insurance covering the same loss or damage, the Insurers will not be liable under this policy except in respect of any excess amount beyond the amount which would be payable under such other insurance had this policy not been effected.

Section 9

Care, Custody and Control of Animals

- **Maximum Benefit £3,000 in the period of Insurance**
- Cover for such costs as; veterinary fee costs for conditions arising whilst an animal is in your care, custody and control in connection with your business activities; the replacement value of an animal in the event of the animal's death whilst in your care.
- Cover for loss by theft or straying and animals in transit whilst in your care, custody and control in connection with your business activities.

Maximum benefit per animal is:-

- Veterinary Fees £1,250
- Death Benefit £1,250
- Loss by Theft or Straying £1,250
- Advertising and Reward £350
- Animals in Transit £2,000

Animals in Transit may be purchased as a separate cover and may be increased to a maximum benefit of £4,000 in the period of insurance for payment of an additional premium.

What Insurers Will Not Pay

- Any veterinary fee and/or death benefit as a result of any veterinary condition that was present before the animal came into your care, custody and control.
- Any death benefit if death is certified by the attending Veterinary Surgeon as due to natural causes or old age.
- Any benefit for an injury or illness deliberately caused by the insured, their employees or any member of the insured's family.
- Any benefit in respect of any animal that is owned by the insured, their employees or any member of the insured's family.
- Any benefit if any animal is lost, killed or injured whilst not in the care, custody or control of the insured and in connection with the insured's business.
- More than the maximum benefit per animal.
- An excess of £50 each and every claim in respect of Animals in Transit.

Care, Custody and Control of Animals - Custodial Responsibility

- To cover your Custodial Responsibility for animals in your care, custody and control. This offers cover (up to a limit of £10,000 in the period of insurance; normally 12 months) in respect of costs and expenses incurred in defending or settling any claim for negligence made against you by any person utilising the services supplied by you under your normal contract or conditions of business.

What Insurers Will Not Pay

- An excess of £250 each and every claim or as stated on your Schedule of Insurance.

How do I make a complaint?

Sales Complaints

Our aim is to provide our clients with the highest levels of service. If you feel that you have a complaint about the sale or administration of your insurance, please call the scheme contact centre; telephone **0845 071 0543** or alternatively please write to:

The Managing Director
Brooks Braithwaite (Sussex) Ltd
4 Bridge Road Business Park
Bridge Road
Haywards Heath,
West Sussex
United Kingdom
RH16 1TX
Telephone: 01444 412118
Email: admin@brooksbraithwaite.com

Non-sales Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try and put it right promptly.

Should you wish to make a complaint then it should be directed to the Scheme Administrator at the address above.

The Scheme Administrator, Brooks Braithwaite (Sussex) Ltd will always confirm to you the receipt of your complaint within five working days and do their best to resolve the problem within four weeks. If the Scheme Administrator, Brooks Braithwaite (Sussex) Ltd cannot resolve your complaint within four weeks, it will be referred to:

In respect of sections 1 to 6

The Compliance Manager, Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Finchchurch Street, London EC3M 3AJ, United Kingdom.

In respect of sections 7 to 8

The Compliance Manager, International Insurance Company of Hannover Ltd, L'Avenir, Opladen Way, Bracknell, Berkshire RG12 0PE.

In respect of section 9

The Compliance Manager, Allianz Insurance plc. Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX.

If the matter is not resolved to your satisfaction, you may refer the matter to the Financial Ombudsman Service (FOS).

The FOS Consumer Helpline is **0845 080 1800** and their address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

The Financial Services Compensation Scheme (FSCS)

Brooks Braithwaite (Sussex) Ltd, Great Lakes Reinsurance (UK) PLC, International Insurance Company of Hannover Ltd and Allianz Insurance plc subscribe to the FSCS. This means that you may be entitled to compensation from the scheme should Brooks Braithwaite (Sussex) Ltd, Great Lakes Reinsurance (UK) PLC, International Insurance Company of Hannover Ltd or Allianz Insurance plc be unable to meet their liabilities. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 020 7892 7300.

Cancellation rights

You have the right to cancel your insurance within 14 days of receiving your policy documentation and receive a full refund of any premium paid, **provided that there have been no claims either paid, reported or outstanding**. For the purposes of this cancellation clause, it will be deemed that you have received your policy documentation upon the day following the date it was posted to you by first class post.

If you do cancel your insurance within the initial 14 day period, then no cover will have been in place from the proposed date of inception of the insurance and no liability whatsoever shall attach to the insurers in respect of the policy.

If you do not exercise your right of cancellation within the initial 14 day period, your insurance cover will automatically come into force from your original requested inception date. You are then liable to pay the full annual premium although we may have agreed to collect this by monthly direct debit.

Following the expiry of the initial 14 day period, your insurance may be cancelled at any time at your written request. You will be liable for the payment of premium for the time that your insurance has been in force plus the period to the end of the calendar month in which it is cancelled. In the event of cancellation where there has been a claim under your insurance, you will be liable to pay the full annual premium.

To cancel your insurance in accordance with the above, you must contact:

Brooks Braithwaite (Sussex) Limited
4 Bridge Road Business Park
Bridge Road
Haywards Heath
West Sussex
RH16 1TX
Telephone: 0845 071 0543
Email: enquiries@brooksbraithwaite.com

Cancellation - the rights of the insurer

The insurers may cancel this policy by giving the insured 14 days notice in writing sent to the last known address. The insured will be entitled to a proportionate return of the premium in respect of the unexpired period of insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium direct debit instalments due.

How do I notify a claim?

You can notify us of a claim and obtain a claim form by calling **0845 071 0543** or alternatively please write to:

Brooks Braithwaite (Sussex) Ltd
4 Bridge Road Business Park
Bridge Road
Haywards Heath
West Sussex
RH16 1TX

Additional information

When you arrange your insurance cover through Brooks Braithwaite (Sussex) Ltd you are dealing with a company that truly specialises in 'animal risk management'. We are not general insurance brokers and only operate in the area of 'animal risk management'. We sell and administer **Petplan Sanctuary** policies and provide insurance covers in respect of animal boarding and quarantine establishments, dog clubs and societies, dog trainers and behaviourists, pet sitters and walkers, dog and cat groomers, dog hydrotherapists, animal sanctuaries etc. in the areas of buildings and contents cover, business interruption, care, custody and control of animals, public, and employers' liability. We also offer household cover for people engaged in the running of animal related businesses.

We provide a full in-house underwriting, administration and claims service except in the case of claims for liability which are dealt with by the insurers, where we act as an intermediary.

We also trade as **'ExoticDirect'** and provide insurance covers in respect of Exotic Animal transit, quarantine, mortality, veterinary fees, fire, theft, weather perils, public and employers' liability.