

Policy Information - Dog Hydrotherapy Establishments

This Policy Information document is designed to give information on the sections of cover available under the policy and does not give the full terms and conditions of the insurance policy. These will be shown in your Terms and Conditions and Insurance Schedule/Insurance Quotation; you may request a copy of the Terms and Conditions by telephoning **Brooks Braithwaite (Sussex) Ltd on 0345 070 1064** or alternatively this can be found on our website.

Your policy can include the following sections. The sections will be shown on your Insurance Schedule/Insurance Quotation as 'Insured'.

General Exclusions that apply 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) Commercial 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 Insurance Schedule/Insurance Quotation.

(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 and 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 Insurance Schedule/Insurance Quotation.

(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 Insurance Schedule/Insurance Quotation.

(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 Insurance Schedule/Insurance Quotation.

(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 Insurance Schedule/Insurance Quotation.

(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 Insurance Schedule/Insurance Quotation.

Section 2

Business Interruption

Only available if sections 1a or 1b are 'Insured'

- 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 Insurance Schedule/Insurance Quotation.

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 Insurance Schedule/Insurance Quotation.

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 Insurance Schedule/Insurance Quotation.

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 Insurance Schedule/Insurance Quotation.

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 Insurance Schedule/Insurance Quotation.

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 £10,000.
 - 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 £10,000.
- An excess of £50 each and every claim or as stated on your Insurance Schedule/Insurance Quotation.

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 £5,000,000 (or as requested and stated on your Insurance Schedule/Insurance Quotation.) 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 Insurance Schedule/Insurance Quotation.

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 £50 each and every claim.

How do I make a complaint?

For Section 1 to 8

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. If you have a complaint which relates to either your policy or to a claim which you have submitted under your policy then please raise this in the first instance with the Scheme Administrator who will arrange for your complaint to be forwarded onto your insurer. The Scheme Administrator contact details are:

**Petplan Sanctuary, Third Floor Front, Oakfield House,
35 Perrymount Road, Haywards Heath, West Sussex RH16 3BW.
Telephone: 0345 070 1064
Email: enquiries@petplansanctuary.com**

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt your insurer will write to you and let you know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if you remain dissatisfied you may refer your complaint to the Financial Ombudsman Service.

If after making a complaint you are dissatisfied with your insurers "Final response" (or if your complaint remains unresolved after 8 weeks of initially telling us) you may be able to refer your complaint to the Financial Ombudsman Service (FOS) at:

**The Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square, London E14 9SR.**

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

The FOS may review your complaint subject to certain eligibility criteria.

Further details of the FOS can be obtained from www.financial-ombudsman.org.uk

Whilst we are bound by the decision of the FOS you are not.

Following the Complaints procedure does not affect your right to take legal action.

For Section 9

If you have a complaint please contact the Customer Satisfaction Manager at:

**Petplan Sanctuary, Third Floor Front, Oakfield House,
35 Perrymount Road, Haywards Heath, West Sussex RH16 3BW.**

Telephone: 0345 070 1064

Email: enquiries@petplansanctuary.com

If Brooks Braithwaite are unable to resolve the problem you will be provided with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

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

Full details of our complaints procedure will be found in your policy documentation.

The Financial Services Compensation Scheme (FSCS)

Brooks Braithwaite (Sussex) Ltd, Argo Direct Limited, Covéa Insurance plc 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, Argo Direct Limited, Covéa Insurance plc 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.

How the Scheme Administrator uses personal information

Brooks Braithwaite (Sussex) Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims.

Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - www.brooksbraithwaite.com/privacy-policy-legal-notice/.

If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

How Allianz use personal information

For information about how Allianz Insurance plc use your personal data, you can find a copy of the Privacy Notice at www.allianz.co.uk.

Alternatively, you can request a printed version by calling 0330 102 1837, by email dataprotectionofficer@allianz.co.uk or by writing to the Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB.

For sections 1 to 8 of this policy, Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice'.

How Pen Underwriting use personal information

Pen Underwriting Limited are the data controller of any personal data You provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how Your personal data is used, shared, disclosed and retained, Your rights in relation to Your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle Your data. Please ensure You review our Privacy Notice periodically to ensure You are aware of any changes.

If You are entering into this agreement in the course of Your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example Your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to You, You shall ensure that individuals whose personal data You are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that You have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to You.

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:

**Petplan Sanctuary, Third Floor Front, Oakfield House,
35 Perrymount Road, Haywards Heath, West Sussex RH16 3BW.**

Telephone: 0345 070 1064

Email: enquiries@petplansanctuary.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 **0345 070 1064** or alternatively please write to:

**Petplan Sanctuary, Third Floor Front, Oakfield House,
35 Perrymount Road, Haywards Heath, West Sussex RH16 3BW.**

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 and property damage 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.

Policies are Underwritten by:

In respect of sections 1 to 8

Argo Direct Limited on behalf of ArgoGlobal SE

Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No. 613259. Registered office, Norman Place, Reading RG1 8DA.

In respect of section 9

Allianz Insurance plc, Registered in England No. 84638. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB. Financial Services Register No. 121849.

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority.

ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions which are available upon request. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

The Scheme Administrator:- Brooks Braithwaite (Sussex) Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 304839.