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

January 2016
# Policy for Representation Costs in Criminal and Disciplinary Proceedings for 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 2016

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## Section 4 — Definitions
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 application for membership or 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 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) where the RVN Covered Person has been formally charged during the Period of Insurance with a criminal offence or criminal offences, in criminal proceedings brought against the RVN Covered Person in a court of criminal jurisdiction of first instance in respect of:

(i) the offence or offences the subject of the charge or charges; and

(ii) any related offence or offences the subject of any subsequent charge or charges (irrespective of the date the charge or charges are made); and

(b) where a letter from the RCVS or the VCI addressed to the RVN Covered Person which identifies an issue or issues of professional conduct was dated during the Period of Insurance, in disciplinary proceedings brought by the RCVS or by the VCI against the RVN Covered Person in respect of:

(i) such issue or issues; and

(ii) any related issue or issues of professional conduct the subject of any subsequent letter from the RCVS or the VCI addressed to the RVN Covered Person (irrespective of its date)

PROVIDED THAT the act(s) or omission(s) 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 Normal Veterinary Nursing Work and if a Practice is named in the Schedule relate either to:

(i) Normal Veterinary Nursing Work undertaken on behalf of the Practice; or

(ii) Normal Veterinary Nursing Work undertaken by the RVN Covered Person prior to joining the Practice; or

(iii) Emergency Veterinary First Aid and Pain Relief.

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

(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 aggregate liability in respect of each RVN Covered Person under Sections 2.1(a) and 2.1(b) 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 If the RVN Covered Person gives notice pursuant to Section 2.7 of the Policy that criminal charges or disciplinary proceedings may be brought against him, any subsequent criminal charges or disciplinary proceedings relating or similar to such potential criminal charges or potential disciplinary proceedings notified to the Society, shall be treated as if the criminal charges had been first made or the letter from the RCVS or the VCI which first identified an issue or issues of professional conduct in respect of disciplinary proceedings was dated during the Period of Insurance in which the notice was given.

2.5 In the event of a dispute arising between the Society and the RVN Covered Person regarding the 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 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

2.6 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 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 if such proceedings are related or similar to a criminal charge first made prior to the Period of Insurance or related or similar to an issue or issues of professional conduct identified in a letter from the RCVS or the VCI dated prior to the Period of Insurance.

   (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 or the Practice under a contract of service or apprenticeship;

      (ii) his performance of any contract he has entered into with the RVN Covered Person or the Practice 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 or 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 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.

Conditions

2.7 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 may be brought against him if such criminal charges or disciplinary proceedings relate to the practice of veterinary nursing the RVN Covered Person will:

(a) immediately notify the Society in writing with full particulars; and

(b) immediately provide to the Society all documents concerning such criminal or disciplinary proceedings.

2.8 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.

2.9 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.

Extended Reporting Period for Criminal and Disciplinary Proceedings

2.10 In the event that the RVN Covered Person ceases undertaking veterinary nursing work within the Territorial Limits by reason of death, disablement, retirement or a Career Break during or on the expiry of the Period of Insurance, the Society agrees to an extended reporting period commencing on the date the RVN Covered Person ceased undertaking veterinary nursing work within the Territorial Limits and expiring at the date the RVN Covered Person resumes undertaking veterinary nursing work within the Territorial Limits (the "Extended Reporting Period for Criminal and Disciplinary Proceedings") so that (subject to the limits, exclusions and conditions of this Policy) the Society will extend the indemnity provided under Section 2.1 in respect of the RVN Covered Person’s reasonable Representation Costs incurred in:

(a) criminal proceedings brought against the RVN Covered Person in a court of criminal jurisdiction of first instance; and

(b) disciplinary proceedings brought by the RCVS or by the VCI against the RVN Covered Person

in respect of criminal charges first made or disciplinary proceedings when the date of the letter which identifies an issue or issues of professional conduct from the RCVS or the VCI, the subject matter of such proceedings, was during the Extended Reporting Period for Criminal and Disciplinary Proceedings provided that such charges or proceedings relate to the practice of veterinary nursing and result from Normal Veterinary Nursing Work carried out within the Territorial Limits and undertaken prior to the commencement of the Extended Reporting Period for Criminal and Disciplinary Proceedings. If a Practice is named in the Schedule the charges or proceedings must relate to (i) Normal Veterinary Nursing Work undertaken on behalf of the Practice; or (ii) Normal Veterinary Nursing Work undertaken by the RVN Covered Person prior to joining the Practice; or (iii) Emergency Veterinary First Aid and Pain Relief.

2.11 The Limits of Indemnity applicable during any Extended Reporting Period shall be the remaining available Limits of Indemnity under the Policy. There shall be no separate or additional Limit of Indemnity available for any Extended Reporting Period and the Extended Reporting Period shall in no way increase the applicable Limits of Indemnity.
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 charges 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 sent to the Practice address shown in the Schedule or to the RVN Covered Person if there is no Practice specified in the Schedule. 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 Practice or to the RVN Covered Person if there is no Practice specified in the Schedule.

3.6 The RVN Covered Person may cancel this policy without reason by giving 30 days’ notice of cancellation by recorded delivery letter sent to the Society provided that the notice of cancellation is given by every RVN Covered Person. Following cancellation the premium will be adjusted from the date of cancellation to the end of the Period of Insurance and any refund payable on this basis less an administration fee which may be charged will be paid to the Practice or to the RVN Covered Person if there is no Practice named in the Schedule.

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 and reinstatement, if any, will be on terms to be determined by the Society.

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>&quot;Additional Extended Reporting Period&quot;</td>
<td>As set out in the Schedule (if any).</td>
</tr>
<tr>
<td>&quot;Aggregate Limit of Indemnity for RVN Criminal and Disciplinary Cover&quot;</td>
<td>As set out in the Schedule.</td>
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<tr>
<td>&quot;Animal&quot;</td>
<td>Any creature whether born or unborn, alive or dead, or any animal organism, but not homo sapiens.</td>
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<tr>
<td>&quot;Articles of Association&quot;</td>
<td>The Articles of Association of The Veterinary Defence Society Limited.</td>
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<tr>
<td>&quot;Career Break&quot;</td>
<td>A period during which the RVN Covered Person is not engaged or employed by the Practice named in the Schedule (if any) and does not undertake veterinary nursing work within the Territorial Limits.</td>
</tr>
<tr>
<td>&quot;Condition Precedent&quot;</td>
<td>A term of the Policy with which the RVN Covered Person must comply before the Society will provide an indemnity.</td>
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<tr>
<td>&quot;Emergency Veterinary First Aid and Pain Relief&quot;</td>
<td>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.</td>
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<tr>
<td>&quot;Extended Reporting Period&quot;</td>
<td>The Extended Reporting Period for Criminal and Disciplinary Proceedings and/or any Additional Extended Reporting Period.</td>
</tr>
<tr>
<td>&quot;The Extended Reporting Period for Criminal and Disciplinary Proceedings&quot;</td>
<td>As defined in section 2.10 of the Policy.</td>
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<tr>
<td>&quot;Limit of Indemnity for RVN Criminal and Disciplinary Cover&quot;</td>
<td>As set out in the Schedule.</td>
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<tr>
<td>&quot;Normal Veterinary Nursing Work&quot;</td>
<td>The provision of veterinary nursing services including the treatment or examination of, or attendance on, any Animal, any research or activity necessary for such treatment, examination or attendance, but excluding advertising or promoting a veterinary practice, or selling or promoting insurance.</td>
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<tr>
<td>&quot;Period of Insurance&quot;</td>
<td>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.</td>
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<tr>
<td>&quot;the Policy&quot;</td>
<td>The printed policy wording, the application for membership of the VDS by the RVN Covered Person, the Proposal Form, any renewal form, Schedule and any memorandum or endorsement.</td>
</tr>
<tr>
<td>&quot;Practice&quot;</td>
<td>The veterinary practice as set out in the Schedule via which the business as described in the Proposal Form operates, which may be one or more veterinary surgeons carrying on veterinary work either as a sole practitioner or in partnership or any other form of association.</td>
</tr>
<tr>
<td>&quot;the Proposal Form&quot;</td>
<td>Any document completed by or on behalf of the RVN Covered Person in respect of the insurance coverage relating to the Policy.</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>“RCVS”</td>
<td>The Royal College of Veterinary Surgeons.</td>
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<tr>
<td>“Representation Costs”</td>
<td>Legal costs and disbursements and investigative and related expenses</td>
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<td></td>
<td>reasonably and necessarily incurred with the Society’s prior written</td>
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<td>consent in relation to criminal or disciplinary proceedings.</td>
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<tr>
<td>“RVN Covered Person”</td>
<td>As set out in the Schedule.</td>
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<tr>
<td>“Schedule”</td>
<td>The Schedule issued by the Society relating to the Policy.</td>
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<tr>
<td>“the Society”</td>
<td>The Veterinary Defence Society Limited.</td>
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<tr>
<td>“Territorial Limits”</td>
<td>The United Kingdom (including the Isle of Man and the Channel Islands) and</td>
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<td></td>
<td>the Republic of Ireland.</td>
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<tr>
<td>“VCI”</td>
<td>The Veterinary Council of Ireland.</td>
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<tr>
<td>“the VDS”</td>
<td>The Veterinary Defence Society Limited.</td>
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Complaints Procedure

The Society will:

■ Acknowledge complaints promptly
■ Investigate quickly and thoroughly
■ Keep the Insured and/or 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 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 Insured or 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 Estate, Knutsford, Cheshire WA16 8XZ
Tel:     +44 (0) 1565 652737
Fax:    +44 (0) 1565 751079
Email: claims@thevds.co.uk
Data Protection Notice

Data Protection Act 1998

The Veterinary Defence Society Limited has collected and may continue to collect certain information about its members in the course of providing insurance. Some of the information the VDS collects may be classified as “sensitive” – that is, information about disciplinary proceedings, convictions, or alleged criminal activity.

This information will be stored and used for the purpose of underwriting insurance coverage, managing the policy, preventing and detecting fraud, providing risk management advice and administering claims. The VDS may pass this information to third parties (including reinsurers, legal advisers or agents) for these and other purposes. This may involve the transfer of personal data to one or more countries outside the European Economic Area.

We may also, unless you confirm to us in writing to the address set out below, use your personal data (as defined in the Data Protection Act 1998) in order to provide you with information about products or services that may be of interest to you.

For the purposes of the Data Protection Act 1998 the data controller is The Veterinary Defence Society Limited of 4 Haig Court, Parkgate Estate, Knutsford, Cheshire WA16 8XZ. You may request a copy of the personal data held by the VDS by writing to that address – a fee may be payable. If you have any queries regarding how personal data is processed by the VDS, please contact us at that address.