

Multisurance – from Showsurance

Specialist personal insurance for those involved in canine, feline and other pet animal activities and organisations

Terms and conditions

We would like to thank you for taking out insurance through Multisurance. We are sorry for so much 'small print' but the new financial service regulations make it necessary for us to define every aspect of the policy.

Please read this insurance wording carefully and raise any questions you may have with the Showsurance office at Ascot House

Information about Multisurance and Showsurance:

Multisurance and Showsurance are wholly owned divisions of RTC Associates, which is authorised and regulated by the Financial Services Authority. The registered address is Ascot House, High Street Ascot, Berkshire SL5 7HG

Information about your insurer:

All sections are underwritten by Lloyd's of London

Complaints:

Our objective is to provide you with a high quality service and to deal with any claim helpfully, promptly and fairly. Should an occasion ever arise when you feel this objective has not been met then please initially contact:

David Cavill at Ascot House

We would expect to send a full response within 5 working days or tell you within that time when you can expect a response.

If after making a complaint to us and you are still unhappy and you feel the matter has not been resolved to your satisfaction you are entitled to refer your matter to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. Please be aware that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

Financial Services Compensation Scheme:

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance and advice is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Cancellation:

You have a right to cancel your policy during a period of 14 days after the day of the purchase of the contract or the day on which you receive your policy documentation whichever is the later date. You should be aware that there would be charges for cancellation should the policy have been in force.

Definitions

These are the definitions applying throughout the policy. Which apply to you will depend on which sections of the policy you have opted to take out. Your Certificate of Insurance will define the sections and these definitions should be read in association with them.

Breeders

Those breeding pedigree or planned crossbred dogs or cats subsequently offered for sale. The policy does not apply to 'gifts' nor to puppies or kittens offered 'in lieu' of a stud fee. The maximum payable per incident in the section is £20,000

Buildings

Leased buildings, rented buildings or any other building used by you for which you are responsible during the progress of an event or service which is the subject of a contract or agreement between you and another person, company or organisation.

Events

All meetings, functions, events, training sessions, consultancies, services and shows either organised by you or that you attend or take part in which is the subject of a contract or agreement between you and another person, company or organisation

Employee

Employee shall mean:

- (a) any person under a contract of employment, service or apprenticeship with the Insured unless in partnership with the Insured or who is a or a fellow director of a private or public company ;
- (b) any person who is hired to or borrowed by the insured;
- (d) any other person taking any part in the performance of a contract with the Insured (including volunteers/assistants) the primary purpose of which is the provision of labour;
- (d) persons gaining work experience, *working for the insured in connection with the business.*

Employers' liability

Employers' liability up to £5,000,000. This insurance is a legal requirement for all employers. It will enable you to meet the cost of compensation for your employees' injuries or illness whether they are caused on or off site.

However, any injuries or illness relating to motor accidents, which occur while your employees are working for you, should be covered separately by your motor insurance.

Policy holders

May include those who are officially registered as a permanent or temporary member of a club or society, those entered at or judging at an event and those involved in a contract for services to an individual, company or organisation as specified in the policy document

Money

Coins, bank notes, bankers drafts, postal orders, money orders, cheques, travellers cheques, telephone cards, travel cards and unused postage stamps, giro cheques, used national insurance stamps, national savings certificates, credit card sales vouchers, VAT purchase invoices and the amounts in any bank, building society or similar account, belonging to the insured.

Period of and extent of cover

The time during which we provide cover as set out on the certificate of insurance. Cover is only available in the United Kingdom and Northern Island, the Isle of Man and the Channel Islands.

Personal injury

The cover provided under this section is for personal injury only. If the cover is extended to travelling, it does not cover damage to your vehicle, other vehicles or other people involved in an accident. The maximum payment under this section is £3,000 if the incident results in death, the loss of a limb or loss of sight. Disability benefit of £50 per week up to one year is payable. Cover can be increased pro-rata by increasing the premium set out in the Proposal Form

Professional Indemnity

Sums which you become legally liable to pay as damages and claimants costs and expenses arising out of any negligent act or error or omission on the part of you or your employees or directors in the course of or the conduct of business or voluntary activity or while you are responsible for an event or service which is the subject of a contract between you and another person, company or organisation.

Property

Stocks of products for sale, property and all fixtures and fittings, movable property owned hired or borrowed by you or for which you are responsible.

Public Liability

Legal liability up to £1,000,000 if someone is injured or killed or their property is damaged as a result of an incident happening while you are responsible for an event or service which is the subject of a contract or agreement between you and another person, company or organisation.

We, us, our

RTC Associates, Showsurance

You, your

The person, named on the certificate of insurance. At the request of the insured named in the Schedule the term "insured" shall

include

- i) any party for whom the insured is providing a service or renting or hiring premises or land for the purposes of conducting the insured's business.
- ii) any director, partner or employee of the insured but only in respect of liability for which the insured named in the Schedule would have been entitled to indemnity under this insurance if the claim had been made directly against him/her.

General Conditions

- 1 You must take proper care of all property and buildings that you own or are responsible for and keep them in good condition.
- 2 If, when you claim, there is any other insurance under which you are entitled to payment, we will only pay our share of the claim.
- 3 If you have any legal rights against another person in relation to your claim, we may take legal action against them in your name at our expense. You must give us all the help you can and provide any documents we ask for.
- 4 If you make a false claim, an exaggerated claim, or any claim involving your dishonesty, this policy will end and we will not make any payments.
- 5 When we offer further periods of cover, we may change the standard premium and conditions, and add exclusions because of any claims you may have made.
- 6 We may cancel this policy at any time by giving you 14 days notice in writing by recorded delivery and we will give you a full refund of any cover you have paid for after the cancellation date.
- 7 You must take proper care in choosing and supervising employees.
- 8 You must keep proper and complete records of all money, cheques other payments and business transactions
- 9 When you claim you agree to provide us with any information we reasonably ask for.
- 10 If you are providing a service you are expected to be aware of and abide by the laws, rules and regulations regarding health, safety, substances hazardous to health, relevant qualifications and expertise and be aware of and fulfil the general concept of 'fair trading'.

Cover

In return for the correct premium, we will provide cover in the United Kingdom and Northern Ireland, the Isle of Man and the Channel Islands.

Section 1 - Third Party Liability

In this section "you" and "your" also includes the owners of any plant you have hired if it is necessary under the hiring conditions.

What we will pay:

If property or buildings you have leased or rented are damaged, someone or some animal is killed, injured or falls ill as a result of an incident happening during the period of cover for which you may be legally responsible:

- 1 at your premises or at the premises where you are providing a professional or voluntary service;
- 2 as a result of branded goods, food or drink you have supplied,

we will pay:

- ▶ compensation and costs awarded against you by a court if it decides you are legally responsible for the incident; and
- ▶ if we agree, the legal cost and expenses for defending a claim against you arising from the incident. And
- ▶ the legal costs and expenses for legal representation at a magistrate's court, coroner's inquest or inquiry.

What you pay:

The first £100 of any claim but limited to £100 in the aggregate per claim for sections 1 to 4.

What we will not pay:

- 1 More than the maximum benefit for each incident.
- 2 Any costs or expenses defending you that we have not agreed beforehand.
- 3 Any compensation, costs and expenses if the person who is killed, injured or falls ill lives with you or is employed by you.
- 4 Any compensation, costs and expenses if you are responsible for the property damaged or it belongs to any person who lives with you or is employed by you.
- 5 Any compensation, costs and expenses if you are deemed responsible under the laws of the USA or Canada.
- 6 Any compensation, costs and expenses if you are responsible for air, water or soil pollution, unless it can be proved that the pollution took place immediately after and as a result of an accident.
- 7 Any compensation, costs and expenses that arise directly or indirectly from using any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle or any motor vehicle that you need third party liability cover for under any road traffic law.
- 8 Any compensation, costs and expenses arising from any goods or products you make, alter, repair, service or deliver outside your own expertise.

Section 2 - Employers' Liability

In this section, "you" also includes:

- ▶ the owners of any plant you have hired or borrowed, if this is necessary under the hiring conditions.
- ▶ anyone providing first aid, fire or security services for premises that you are using for your organised club events.
- ▶ your personal representatives.

What we will pay

We will pay you if any of the following happen in the period of cover as a result of your club events.

- 1 If an employee is killed, injured, falls ill or suffers nervous shock as a result of their employment, we will pay
 - ▶ your employee's compensation and costs awarded against you by a court of law; and,
 - ▶ if we agree, the legal cost and expenses for defending a claim against you.
- 2 If someone is killed, we will pay:
 - ▶ solicitors' fees for representing you at any coroner's inquest or fatal accident enquiry.
- 3 If an incident results in an alleged breach of statutory duty by you, we will pay:
 - ▶ solicitors' fees for representing you in any court.
- 4 If an incident results in criminal proceedings against you for breaking the conditions of the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 or any similar safety laws, we will pay:
 - ▶ your legal expenses including any appeal against a conviction.
- 5 If an incident results in an inquiry ordered under the Health and Safety Inquiries (Procedure) regulations 1975, we will pay:
 - ▶ your legal expenses including any appeal against the outcome of the inquiry.
- 6 If an employee is injured and awarded compensation and costs by a court, we will pay:
 - ▶ any amount of the award that the employee has not received six months after the award was made as long as there is no appeal going through the courts. They must also agree to transfer to us their legal rights to the award.

What you pay:

There is no excess on Employers Liability claims

What we will not pay

- 1 More than the maximum benefit for each incident.
- 2 Any legal expenses or award resulting from criminal proceedings under the health and safety legislation if the person involved is not an employee.
- 3 Any legal expenses that are covered by a legal expenses insurance policy.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 We give cover under this policy to comply with the law about the compulsory insurance of liability to employees. If the law makes us pay a claim which we would not have paid if these laws did not exist you must repay us.
- 2 You must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident.
- 3 You must immediately send us any writ, summons or legal documents you receive and you must never send any replies to them.
- 4 You must allow us to take charge of your claim.

Section 3 - Equipment and Property you own or hire

What we will pay

If any property you own, hire borrow for which you are responsible is lost, stolen, damaged or destroyed during the period of cover when it is being used at or is in a locked building, we will pay:

- ▶ the cost of repairing the property if it is damaged to bring it back to the same condition it was in before it was damaged; or
- ▶ the cost of replacing the property with the same or very similar property if the cost of repair is more than it was worth or it is lost, stolen or destroyed.

What you pay

The first £100 of each claim

What we will not pay

- 1 More than the maximum benefit for each incident.
- 2 More than the property was worth.
- 3 Any amount if buildings, fixtures and fittings you do not own or are not responsible for, money, cups or trophies are lost, stolen damaged or destroyed.
- 4 Any amount if the property is lost, stolen, damaged or is destroyed in the open unless you are using it at the time.
- 5 Any amount if a tent is damaged by the weather.
- 6 Any amount if the property is damaged by wear and tear or the actions of moths, insects, vermin, pest or any other cause that happens slowly.
- 7 Any amount if the property is damaged when it is being cleaned, dyed, repaired or restored.
- 8 Any amount if the property is damaged or destroyed by over winding or because of a mechanical or electrical breakdown or failure.
- 9 Any amount if the property is damaged or destroyed because you have not followed the manufacturer's instructions.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 If you have not insured some or all your property for its full value we will only pay a percentage of your claim. The percentage we will pay will be based upon how much of the full value the amount you have insured your property for represents.
- 2 You must notify the police immediately you discover any of your property has been lost, stolen or deliberately damaged.

Section 4 – Personal injury

The cover provided under this section is for personal injury only. If the cover is extended to travelling, it does not cover damage to your vehicle, other vehicles or other people involved in an accident. The maximum payment under this section is £3,000 if the incident results in death, the loss of a limb or loss of sight. Disability benefit of £50 per week up to one year is payable. Increasing the premium pro-rata can extend the cover: doubling the premium doubles the benefit

What we will pay

If you have an accident, howsoever caused we will pay

- ▶ £3,000 if the incident results in death, the loss of a limb or the loss of sight
- ▶ Disability payment of £50 each week up to one year.

What you pay

There is not excess on personal injury claims

What we will not pay

- 1 More than the maximum benefits.
- 2 Any amount if it can be shown that you behaved in a manner likely to cause the incident

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 This cover does not extend to any member of your family or anyone travelling with you

Section 5 – Defamation

To sue (or be sued) for slander or libel the individual or organisation must be able to prove their allegation. If the allegation is true then there has been no slander or libel. This section of the policy is only offered if the allegations made are

- a) proved to have been made and
- b) are not true.

If untrue allegations made against you we will investigate and pay

- ▶ your legal costs in taking action against the person, publication or organisation making the allegation

What we will not pay

- 1 Awards of damages made by the Courts (this as the responsibility of the defendant.). We would also expect to recoup our expenditure from any damages and costs awarded to you by the Court.

If you make allegations, which are true, and you are sued we will investigate and pay

- ▶ your legal costs in defending the allegation

What we will not pay

- 1 Awards of damages to the plaintiff if the Court finds there is substance in the allegations
- 2 Your costs if the Court finds there is substance in the allegations

Section 6 – Special breeders' exclusions

This section is designed to assist breeders when an *unexpected* problem occurs in the health or sale of a puppy. Breeds that have a well-established genetic defect are not covered for that defect. The cover extends to a maximum of 100 puppies in any

one year. The cover provided under this section is for any Third Party Public Liability claims against you by puppy owners, the owner of the bitch if you are the stud dog owner or the owner of the stud dog if you are the owner of the bitch. You cannot claim against yourself neither can any member of your household or family claim against you. Claims may include disputes over suitability and *unexpected* genetic defects. This cover does not include claims for veterinary care or for 'missed' matings. There is excess on this section of £100, which means you have to pay the first £100 of every claim.

General Exclusions

This policy does not cover the following:

- 1 Any loss or damage caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 2 Any loss or damage caused by war, riot, revolution or any similar event.
- 3 Any loss or damage in Northern Ireland caused by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation.
- 4 Any legal expenses resulting from criminal proceedings because of a deliberate act by you.
- 5 Any fines or penalties.

How to Claim

You must let us know of any circumstances which are likely to lead to a claim.

Please write to:

Claims Department
Showsurance
Ascot House
High Street
Ascot SL5 7HG

Alternatively, you may phone us on 0870 730 8433.

Law Applicable to Contract

Your policy is governed by and construed in accordance with English Law. The language and all communications with you will be in English.