

## CLIVERTON STANDARD POLICY ENDORSEMENTS

Applicable to policies covering dog walking, pet sitting and pet taxi (pet sitters), pet groomers and microchippers (groomers) and pet trainers and behaviourists (trainers)

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### The following endorsements apply to ALL OF THE ABOVE TRADES

#### LIB51 - Voluntary Helpers

It is a condition precedent to liability that the Employer's Liability section is selected and the appropriate premium is paid in all cases where **You** employ paid staff or helpers.

The Public Liability section of this **Policy** is extended to indemnify **You** against claims arising through accidental **Injury**, or physical **Damage** caused by club officials, members or voluntary helpers whilst they are working on **Your Business** as if the accidental **Injury**, or physical **Damage** had been caused by **You**.

#### LIB55 - Products Liability

Section 1 – Sub Section B – Products Liability

It is hereby understood and agreed that the following warranty applies to this **Policy**:

**You** only use proprietary brands and that these are used and stored in accordance with manufacturers' instructions.

feedstuffs are sold in the manufacturer's original packaging and no feedstuff is re-packaged by **You** other than dry grains, meal, hay and biscuits

the **Policy** does not cover losses arising from the sale of feedstuffs for feeding to animals intended for human consumption

**You** maintain full rights of recourse against any manufacturer or supplier with whom **You** have entered into a legal contract for the provision of **Products** as defined by the **Policy**.

#### LIB63 – Non-negligent cover

**We** will indemnify **You** in respect of the following events

- 1 Veterinary fees incurred following accidental **Injury** to an animal in **Your** care, custody or control provided that such **Injury** is not caused directly or indirectly from breeding activities, vaccinations or pre-existing conditions.
- 2 Accidental death of an animal in **Your** care, custody or control resulting from **Injury** provided that such **Injury** is not caused directly or indirectly from breeding activities, vaccinations or pre-existing conditions
- 3 Loss of an animal in **Your** care, custody or control resulting from theft or straying and where the animal is not found or returned within seven days.

Provided that

- a) This extension is not dependent on legal liability.

- b) The maximum amount payable by **Us** is £10,000 any one accident or series of accidents arising out of one original cause.
- c) The excess applying to this extension is £50 each and every claim.
- d) The animal does not belong to **You**.

For the purpose of this extension, 'animal' is deemed to be a dog, cat or small domestic pet only, excluding birds, reptiles and all other animals.

#### **LIB65 - Retail and Internet Sales**

**We** will not indemnify **You** in respect of retail or internet sales of **Products** for use or delivery outside Great Britain, The Isle of Man, The Channel Islands and Northern Ireland.

#### **The following endorsements apply to Policies covering PET SITTERS, MINDERS & WALKERS**

#### **LIB8 –Pet Taxi European Cover**

**We** will indemnify **You** in respect of **Your** legal liability arising out of the provision of pet taxi services within the countries of the EU and Europe.

Provided that

all relevant quarantine laws shall be complied with  
any claims will only apply to Judgments of first Instance made against **You** in the Courts of the UNITED KINGDOM and not to judgments obtained elsewhere nor to judgments or orders obtained in the said Courts for the enforcement of foreign judgments whether by way of reciprocal agreements or otherwise

#### **LIB10 - Loss of Keys Extension**

Section 1 Sub Section A Public Liability

**We** will indemnify **You** in respect of all sums that **You** become legally liable to pay in respect of

- a) call out charges and expenses arising out of an error in setting or re-setting intruder alarms
- b) call out charges, expenses and the cost of replacement locks or alteration to locking mechanisms following the loss of keys.
- c) provision, where necessary, of temporary protection to a customer's premises following the loss of keys or electronic pass cards.

Our **Limit of Indemnity** will not exceed £10,000 any one event or series of events arising out of one original cause.

Nil **Excess** applies in respect of this extension.

#### **LIB26 - Family Extension**

**We** will indemnify **You** in respect of **Your** legal liability in respect of claims arising through accidental **Injury** or physical **Damage** caused as a result of the actions of **Your** spouse, partner, children (aged 16 or above) or parents, as if the accidental **Injury** or physical **Damage** had been caused by **You**.

This extension includes cover during **Your** absence, including whilst on holiday, up to a maximum of 14 days of continuous absence at any one time, unless there is more specific

insurance in place. **We** agree to waive **Our** rights of subrogation if no specific insurance has been arranged.

This extension does not apply to house-sitting.

This **Policy** does not cover claims made against **You** by **Your** spouse, partner, children or parents, following **Damage** or **Injury** arising from **Your Business** activities.

It is a condition precedent to liability that the Employers Liability Section is operative and the appropriate premium is paid in all cases where **You** employ paid staff or helpers, including paid family members.

#### **LIB57 - Pet/Animal Minding (Excluding Equestrian)**

It is a condition precedent to liability that no more than 6 cats/dogs are minded in **Your** own home or premises or up to 30 small animals/pets.

It is a condition precedent to liability that no more than 6 pets are walked at any one time.

The owner's written consent must be obtained before pets are exercised off lead.

The **Policy** excludes claims arising as a result of horses being ridden or exercised.

There is no cover under this **Policy** in respect of damage to **Your** or **Your** customer's **Property** where such **Damage** is caused by any animal which is the **Property** of **Your** customer.

#### **LIB58 - Homesitting**

This **Policy** is extended to include **Your** legal liability in respect of claims arising as a result of loss of or **Damage** to **Property** in **Your** care. The **Limit of Indemnity** in respect of household buildings, contents or valuables is the Public Liability **Limit of Indemnity** stated on the **Schedule**.

It is a condition precedent to liability that all locks, security and protective measures are put in operation whenever the **Property** is left unattended or overnight, whether or not **You** or **Your Employee** remains on the **Property**.

There is no cover under this **Policy** for any claim relating to **Damage** to motor vehicles whilst being driven by **You** or whilst in **Your** care.

There is no cover under this **Policy** for any claim relating to the transportation of pet owners.

It is a condition precedent to liability that the **Property** owner has arranged with their household insurer to extend their policy to cover losses incurred whilst there is a house sitter present.

This **Policy** is extended to provide indemnity in respect of **Your** legal liability for claims arising as a result of **You** undertaking gardening and light domestic duties ancillary to the principal **Business** of pet sitter/house sitter. There is no cover in respect of work from ladders or the use of hired-in plant or equipment. This extension is restricted to leaf clearance in respect of swimming pools.

## The following endorsements apply to GROOMERS

### LIB27 - Care, Custody and Control Exclusion (Students)

Where **You** train students as part of the **Business**, the care, custody and control extension shall only apply in respect of claims arising as a result of **You** working on an animal. This extension does not apply where students are working on an animal.

## The following endorsements apply to TRAINERS

### LIB53 - Participant's or Trainee's Liability (Training)

Section 1 – Sub Section A – Public Liability

**We** will indemnify any participant in respect of their legal liability in respect of training activities against claims as a result of **Injury** or physical **Damage** to any other participant or third party or to any **Property** belonging to any other participant or third party whilst the participant is engaged in training activities, and occurring during the **Period of Insurance**.

Provided that **Our** total liability does not exceed the **Limit of Indemnity** stated in this Section of the **Schedule**.

## Endorsement applying if PROFESSIONAL INDEMNITY is selected

### LIB59 - Professional Indemnity Extension to Section 1 Public and Products Liability

Notwithstanding Exclusion 6 to Sub-Section A – Public Liability **We** will indemnify **You** against

1. all sums which **You** become legally liable to pay as **Compensation** in respect of claims first made against **You** and notified to **Us** during the **Period of Insurance** arising out of breach of professional duty by reason of negligent act error or omission
2. **Your Costs and Expenses** in connection with a claim or circumstance that may give rise to a claim under this extension

provided that **Our** aggregate liability under this extension for all **Compensation** including **Costs and Expenses** during any one **Period of Insurance** will not exceed the **Limit of Indemnity** stated in the **Schedule**

What is Not Covered

**We** will not be liable for

Any amount of **Excess** shown in the schedule

Any liability or **Costs and Expenses** in respect of

1. claims involving allegations of libel or slander
2. claims made against **You** outside the Territorial Limits of this Policy
3. claims arising out of circumstances known to **You** or **Your Employees** prior to inception of this **Policy**
4. claims made by a Partner or Director of **You** or any other financially interested party in the **Business**
5. wilful dishonest or fraudulent acts committed by **You** or **Your Employees** that may give rise to a claim under this **Policy**
6. errors omissions or neglect in treatment administered by **You** or **Your Employees**
7. any act error or omission committed or alleged to have been committed prior to the retroactive date stated in this Extension

8. claims made against **You** under a contract or agreement which would not have attached in the absence of such contract or agreement

Retroactive date:

Claims Condition applying to this Extension

**You** shall give immediate notice of any claim or any circumstance that may give rise to a claim under this Extension immediately and without delay to **Us** at the claims notification address stated in this **Policy**

Subject otherwise to all other terms limitations exclusions and conditions of this **Policy**

### **Endorsement applying if insurance for TOOLS & EQUIPMENT is selected**

#### **CL1 - Tools of trade/equipment and All Risks items**

It is warranted that all tools of trade, small tools and mobile equipment, mobile phones, laptops and mobile electronic equipment are kept in a locked building or vehicle when not in use.

Theft from vehicles left unattended is excluded unless the vehicle is parked in a locked garage or building.

The basis of settlement is re-instatement, provided that the sums insured are maintained at a level to allow for new for old replacement.