

15-17 Norwich Road, Fakenham, Norfolk, NR21 8AU Tel: 01328 857 921 Email: info@cliverton.co.uk www.cliverton.co.uk

Ian Dearlove and Jen Dearlove t/a SWAT Pets 74 Greenfield Road Joys Green Lydbrook Glos GL17 9RE

Email: info@cliverton.co.uk Date: 06 April 2022 Our Reference: DEID01PM01

Dear Mr Dearlove & Mrs Dearlove

Re: Policy No: DEID01PM01/Ian Dearlove and Jen Dearlove t/a SWAT Pets

Your insurance policy is due for renewal on 04 May 2022, and I have pleasure in enclosing your draft renewal terms offered by the insurers from that date. These are based on last years' cover and include any changes you have made during the year. I should be grateful if you would check the schedule carefully to be certain that it continues to reflect your requirements and if any changes are needed then please let me know. The schedule sets out your demands and needs for this insurance and please note the various endorsements which apply to your policy which are shown on your schedule.

If you hold material damage cover, I would particularly draw your attention to the exclusion of cover in respect of Business Interruption, which is detailed in the attached schedule documents. We can confirm that whilst existing claims (in respect of Covid 19) are the subject of legal scrutiny the Insurer has, in common with many others, taken the opportunity to clarify their wording from renewal date.

✓ Your annual premium is £149.80 (inclusive of insurance premium tax and less our administration fee). An administration fee of £20.00 or £25.00 is applied to all of our policies, dependant on policy type. Please see your policy schedule for a breakdown of costs.

Renewal is invited based on the information shown in your schedule. If this is no longer accurate, please contact us before the date of your renewal. Any changes may affect your renewal premium.

Renewal is conditional on you returning the enclosed declaration form. Please complete all sections of the form fully and return it to us at the same time as sending your cheque/payment advice. Should you ring the office to renew your policy we will ask you for the information requested on the declaration form. If we do not receive your renewal instructions within 7 days of the expiry date we will assume that you no longer require the policy and it will be lapsed from the renewal date.

For policies with material risk cover, please note that we have index-linked some of the values of the property to be insured. We recommend that you review these annually to be





Registered Office: Milburn House, Dean Street, Newcastle Upon Tyne, NE1 1PP (No. 706042 England).

certain that the values are sufficient. Please remember that the responsibility for ensuring that sums insured are adequate rests with you as policyholder. If you have any concerns especially regarding rebuilding costs you should consider having a formal valuation carried out.

This compares to £196.00 last year (inclusive of insurance premium tax and less our administration fee).

With the intention of increasing transparency and promoting competition the Financial Conduct Authority (FCA) has instructed all insurance carriers and intermediaries to advise consumers they should review their policies at renewal. You will be aware Cliverton aims to find you the most suitable and competitive policy at each renewal, not only considering price, but also breadth of cover and the terms including warranties and conditions. The FCA, however, require us to remind you that as you have been with us a number of years, you may be able to obtain the insurance cover you want at a better price if you shop around.

I attach a copy of the policy summary containing:

- A description of the type of insurance contract and the cover available
- The significant features of the policy
- Your cancellation rights
- How to make a claim
- The complaints procedure

Under Financial Conduct Authority regulations, we are no longer able to pay premiums to insurers on behalf of clients where we have not already received payment ourselves. To be certain that cover is maintained you must therefore make arrangements for the full premium to be paid prior to the renewal date.

Important Notice to Policyholders (The 2015 Insurance Act)

As a result of changes introduced under the Insurance Act 2015 (effective from 12 August 2016) your policy terms and conditions have been updated accordingly.

Your Policy is a contract of insurance between you and the insurers, and you have a duty to make a fair presentation of the risk in accordance with the law. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal.

Duty of Fair Presentation of Risk

In accordance with Section 3 of the Insurance Act 2015, you must disclose 'those material circumstances that would influence a prudent insurer on whether to insure the risk (and if so on what terms). Failing this, you should provide a disclosure which gives a prudent insurer enough information to make them aware of the need to ask further questions about the risk. If you are in doubt as to whether a matter might be considered material, it should be disclosed.

Failure to make a fair presentation of risk to us or failure to advise us of any inaccuracies or omissions may result in a breach of the duty to fair presentation of risk. Depending on the nature of the breach and what would have happened had you fairly presented the risk, the insurer may at their option:

- 1) Treat the policy as if it had never existed
- 2) Change the terms of the policy
- 3) Refuse to deal with all or part of any claim or reduce the amount of any claims payments
- 4) Avoid your policy

If any of the information on the enclosed documents is incorrect, you must advise us and we reserve the right to change the terms and conditions, premium or withdraw this quotation.

If you renew offline and previously paid your premium by Premium Credit direct debit, we still need you to return your completed renewal declaration confirming that your bank details have not changed before the policy can be renewed. If you have not previously paid your premium by this method but would like to do so in future, please see the payment instructions on the enclosed payment options sheet.

We are regulated by the Financial Conduct Authority. Our standard terms of business are attached and these set out our status under the FCA regulations and confirm the services which we provide to you. I also enclose our Provision of Services Statement.

We thank you in anticipation for continuing to place your business with Cliverton and if you have any query or wish to make any changes, please contact us.

Yours sincerely

Cliverton Renewals Team

Enclosures

Draft Schedule Terms of Business

** PLEASE NOTE YOUR POLICY WILL NOT AUTOMATICALLY RENEW **

Prior to your renewal date please *check your renewal invitation* carefully and let us know immediately if any changes are required.

Please *return your completed declaration* to us at the address below selecting one of the payment options.

Cliverton, 15-17 Norwich Road, Fakenham, Norfolk NR21 8AU. Tel 01328 857921 e-mail info@cliverton.co.uk

PAYMENT OPTIONS

- To pay by **credit or debit card**, please call us with your card details. For security reasons you should not give these details in writing.
- To pay by **cheque** please make cheques payable to **Cliverton** and send to the above address. Please make a note of the postcode for the policy on the reverse of the cheque.
- To pay by direct debit over 9 monthly installments your personal information and bank details will be passed to our third party finance provider, Premium Credit Ltd. Please advise us your sort code, account number and account name. There will be an administration and interest charge of 10% of the full premium, including tax and administration charges (if any), for this facility, with a minimum charge of £10.00. In addition, Premium Credit charge a £5 Facility Set Up Charge, this is a new fee and will be included in your first instalment.

If your application for credit is accepted by Premium Credit you will be sent a credit agreement that you must sign. They'll send you full details by post or email telling you how to do this so you can act on their instructions as soon as you receive them.

Credit is subject to status and in assessing you for credit PCL may search public information that a credit reference agency holds about you. The credit reference agency will add details of their search to their records whether or not your application proceeds. This and other information (including any previous payment history with them) may be used to make credit decisions about you and undertake checks for the prevention and detection of money laundering.

Premium Credit will confirm the date of your first payment. The company name that will appear on your bank statement against the Direct Debit will be Premium Credit Ltd. If there are any changes to the date, amount or frequency of your Direct Debit, you will always be given five working days notice in advance of your account being debited.

Premium credit will make the following administration charges:

• Sending a reminder letter to borrowers to return signed credit agreements will incur a charge of £25.00

You will incur a default charge of £25.00 if you fail to make a payment.

PLEASE EITHER RETURN THE COMPLETED DECLARATION OR TELEPHONE US WITH YOUR RENEWAL INSTRUCTIONS. IN THE ABSENCE OF YOUR INSTRUCTIONS, THIS POLICY WILL NOT AUTOMATICALLY BE RENEWED.

RENEWAL DECLARATION

Please complete all Sections of this form

Policy No: DEID01PM01/lan Dearlove and Jen Dearlove t/a SWAT Pets			
I/we wish to renew my/our policy and confirm that there have been no changes in the circumstances likely to affect acceptance of renewal. (Please tick if appropriate)			
If you are aware of any change in your material circumstances, please give details			
We will now be sending all correspondence to you via email, please provide your er	nail address		
If you would rather receive your documents via post please tick this box			
I/we do <u>not</u> wish to renew my/our policy. (Please tick if appropriate) For our information please kindly provide your reason for not renewing			
Please supply the following details relating to your liability policy: Annual Turnover (excluding VAT if applicable) Plus	£		
Annual Turnover relating to product sales (excluding VAT if applicable) (Proprietary brands only) Total Annual Turnover	£		
Please state number of paid employees (do not include yourself unless you al company):-	re a limited		
Full time Part time Please state annual wageroll Part time	£		
Please provide your ERN*/PAYE Reference Number if applicable, if you have not already done so			
(* ERN - Employer Reference Number provided to you by HM Revenue & Cust	oms)		
Do you use unpaid voluntary helpers (excluding family members), or take on school-age work experience placements for short periods? (Please tick if appropriate)			
If you arrange/attend promotional events that you require insurance for please provide details below as you will need additional cover unless your business description confirms you already have these insured.			
If yes, how many and what kind of events are these? e.g. dog shows/displays			
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I confirm the sums insured for material risks (property/equipment) are adequa If No, please call the office to update your policy.	ite YES/NO		
Where you have previously paid your premium by direct debit, please indicate whether you would like this arrangement to continue and that there are no changes to your bank details. YES/NO			
SignedDate			



Do you provide professional advice or written reports to your customers?

Are you fully covered?

The public Liability section of your policy protects you in the event of third party injury or property damage caused by your alleged negligence.







What about the advice you give? What happens if something goes wrong as a result?



Professional Indemnity cover protects against giving negligent advice

We have always been able to offer £500,000 of Professional Indemnity cover but many of you have asked for more choice in the level of covers available. We have listened and are now pleased to offer three levels of cover:



- £100,000
- £250,000
- £500,000



If you would like to add this cover to your policy now or amend your existing cover at renewal please give us a call and let us know your requirements.

> 01328 857921 info@cliverton.co.uk www.cliverton.co.uk

Tel: 01328 857 921 Fax: 01328 857 959 Email: info@cliverton.co.uk



15-17 Norwich Road Fakenham Norfolk NR21 8AU

SCHEDULE AND CERTIFICATE OF INSURANCE

Insured Name:	lan Dearlove and Jen Dearlove t/a SWAT Pets	}	
Address:	74 Greenfield Road, Joys Green, Lydbrook, Glos, GL17 9RE within the United Kingdom		
Risk Address(s):			
Policy Number:	DEID01PM01	Reason for Issue Renewal	
Period of Cover:	From: 04 May 2022	To: 03 May 2023	(Both inclusive)
Policy Form:	EIO CTN CC3 (11/16)		
Business(s):	Dog walking & dog/cat/small domestic (non DWAA) pet minding. including horses, donkeys & domesticated farm animals Boarding in Insured's own home & house sitting. Pet Taxi (excluding human passengers). Loss of keys/replacement locks. Cover fo 4 events.		

Cover and Premium Summary

Sec	tion	Cover Details	Premium Ex IPT
1	Public and Products Liability	Insured	£133.75
2	Employers Liability	Not Insured	£0.00
3	Property Damage	Not Insured	£0.00
4	Business Interruption	Not Insured	£0.00
5	Goods in Transit	Not Insured	£0.00
6	Business Money	Not Insured	£0.00
7	Glass	Not Insured	£0.00
8	Specified All Risks	Not Insured	£0.00
9	Personal Accident	Not Insured	£0.00
10	Deterioration of Refrigerated Stock	Not Insured	£0.00

	Premium Due:
Premium Ex IPT	£133.75
Insurance Premium Tax (IPT)	£16.05
Cliverton Fee	£20.00
Total Amount	£169.80

Security:Underwritten by certain underwriters and administered by Cliverton in accordance with the
authority granted under binding authority agreements by:
Section 1 and 2
Section 3 to 10Aspen Insurance UK Limited
Ecclesiastical Insurance

Document Sign Off

Signed By:

XX

Date:

06/04/2022

In witness whereof this Certificate has been signed in Norfolk on behalf of Aspen Insurance UK Limited

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Excesses

The insured shall bear the following amounts stated for each & every claim, unless stated otherwise in the endorsements

Section 1

£100 third party property damageC.C.C EXTENSION£50 each and every claimP.I EXTENSIONNilSection 2Nil



DEID01PM01 06 April 2022 Account Executive: Cliverton Team Email: info@cliverton.co.uk

Sections of Cover Insured

Section 1 – Public and Products Liability

Risk Address: All Locations

Limits of Indemnity Limit Cover Limit Public Liability £5,000,000 Any one accident or series of accidents arising out of one original cause

Products Liability	£5,000,000	In the aggregate any one period of insurance
Care Custody and Control	£5,000,000	
Non-negligent Cover	£5,000,000	
Professional Indemnity	Not Insured	

Based On:

Based on a Turnover of: £17,500

Events 4

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Clause Full Wording

ASP2 – Dog Control Orders & Public Space Protection Orders

It is a condition precedent to liability that for any dog which is subject to a Dog Control Order and/or Public Space Protection Order whilst in **Your** care, custody or control, the following guidelines are strictly adhered to:

- 1. Compliance with the terms of the Dog Control Order and/or Public Space Protection Order.
- 2. The dog to handler ratio is 1:1 at all times.
- 3. A copy of the Dog Control Order and/or Public Space Protection Order is obtained and provided to **Us**.

ASP3 – Banned Breeds

It is a condition precedent to liability that for any dog which is a banned breed under the Dangerous Dogs Act 1991 and/or as subsequently amended within the United Kingdom and whilst in **Your** care, custody or control, the following guidelines are strictly adhered to:

1. The dog is registered with The Index of Exempted Dogs (IED) and a copy of the life certificate is obtained and provided to **Us**.

- 2. A copy of the Public Liability insurance certificate for the dog is obtained and provided to **Us**.
- 3. The dog to handler ratio is 1:1 at all times.
- 4. All guidelines under The Index of Exempted Dogs are strictly adhered to and the dog must be:
 - i. Neutered.
 - ii. Tattooed.
 - iii. Micro chipped.
 - iv. Kept on a lead and muzzled at all times.
 - v. Kept in a secure place so it cannot escape.

ASP5 – Transport of Animals (Excluding Horses)

The care, custody and control section of this **Policy** is extended to include cover whilst animals are being loaded, transported or unloaded into an appropriate vehicle owned by **You**. The cover given by this extension does not include the transportation of horses.

The cover given by this extension is restricted to the UK, Northern Ireland, Isle of Man and Channel Islands.

It is a condition precedent to liability that the motor insurance company is notified that the vehicle is used in conjunction with **Your Business**.

ASP8 – Pet Taxi European Cover

It is a condition precedent to liability in respect of **Your** legal liability arising out of the provision of pet taxi services within the countries of the EU and Europe that:

- a) all relevant quarantine laws shall be complied with
- b) 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

ASP10 – Loss of Keys Extension

Policy Number:

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Cliverton Date:

We will indemnify any of Your customers under this Extension, in respect of any amounts which become payable as a result of the loss of Keys, whilst in Your possession, provided that:

- a) Any amounts payable shall be restricted to:
 - i. The reasonable cost of replacement or alteration of Keys and/or locks operated by Keys; and
 - ii. The consequential loss suffered by **Your** customer arising either from their inability to gain access to their premises or the misuse of the **Keys**; and
 - iii. The reasonable cost of any additional temporary protection to the affected premises.
- b) We shall not be liable for the first £25 in respect of the cost of each and every claim under this Extension other than claims relating to theft.
- c) The maximum amount payable by **Us** under this Extension in the aggregate during the **Period of Insurance** shall not exceed 10,000.

For the purpose of this Extension, **Keys** shall mean customers' keys, electronic pass cards, digital locks and similar.

ASP26 – 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.

ASP51 – Voluntary Helpers

It is a condition precedent to liability that the Employers' 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**.

ASP55a – Products Liability

Section 1 – Sub Section B – Products Liability

It is a condition precedent to liability under this **Policy** that:

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



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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 ultimate 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**.

ASP57 – 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.

ASP58 – Homesitting

This **Policy** is extended to include **Your** legal liability in respect of claims arising as a result of loss of or **Damage** to **Propert**y 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.

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 **Polic**y 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.

ASP63 – 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,

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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 excess applying to this extension is £50 each and every claim.
 - c) 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.

ASP65 – 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.

ASP19 – Injury to Participants Exclusion

We will not indemnify You in respect of Your legal liability directly or indirectly arising out of or in connection with injury to participants which arise from or in conjunction with:

- a) dog/reindeer sled rides unless a Health & Safety policy is in place and is complied with
- b) claims made against **You** by **Employees**, guests or customers following loss or **Injury** arising from **Your** activities associated with sled racing.

We will indemnify You in respect of Your legal liability arising out of accidental bodily injury caused to other contestants arising from Your activities associated with sled racing.

ASP23 – Event Exclusion

We will not indemnify **You** in respect of claims arising from fairground rides, bouncy castles, fireworks, motorised children's rides, clay pigeon and target shooting. An event includes up to four days of public show/event, plus one day either side for setting up/dismantling.

We will not indemnify **You** in respect of any event which **You** organise where the maximum attendance exceeds 1,000 per day **or** 5,000 over the course of the event.

We will not indemnify **You** in respect of sponsored walks and/or events on public spaces unless the appropriate local authority and police approvals have been obtained.

ASP33 – Public Handling of Animals

Where animals are handled by the public, it is condition precedent to liability that:

- a) No animals are used which are scheduled in the Dangerous Wild Animals Act 1976 and 1984 (and as subsequently amended)
- b) You or an Employee are in attendance at all times
- c) A hand wash is provided
- d) Suitable notices are displayed