

M&S



Pet Insurance for dogs and cats.

Policy Document

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INTRODUCTION

To make **your** policy document easier to read, **we** have tried to use less jargon. Where **we** use any words or phrases with a certain meaning, **we** tell **you** what it means in the *Words & Phrases With Special Meanings* section.

This policy meets the demands and needs of a person who wants to make sure the veterinary costs of their **pet** are met now and in the future.

- **Lifetime** covers vet fees for new **illnesses** and **accidental injuries** up to a maximum amount which is reset each year.
- **Maximum Benefit** covers vet fees for new **illnesses** and **accidental injuries** up to a maximum amount. This limit per condition is not reset and once it is used up, **you** will no longer be able to claim for further **treatment** for that **condition**.
- **Time Limited** covers vet fees for new **illnesses** and **accidental injuries** up to a maximum amount for up to 12 months from the start of **treatment**. This limit per condition is not reset and once it is used up or the 12 month period has passed, **you** will no longer be able to claim for further **treatment** for that **condition**.

This policy tells **you** all about what **you pet** is covered for and what is not covered, and should be read along with **your certificate of insurance**. **Your certificate of insurance** is **your** personalised document which shows the type of policy **you** have chosen. The **maximum benefits**, **excess** and any special conditions and exclusions that apply to **your** cover are shown in the **certificate of insurance**. If any of the information is wrong, please contact **us** straight away so that **we** can update **your** policy record.

To contact us **you** can use the **M&S Pet Insurance Portal**, call **us** or write to **us**. **You** will find all of our contact details in the *Contact Details* section.

Contact Details

For your policy / claim



You can submit, track and manage a claim and make changes to **your** policy by logging in to **your M&S Pet Insurance Portal**.

marksandspencer.com/insurance/petportal



If **you** would prefer to speak to **us**, please call **us** on **0344 543 1107**

Lines are open Monday to Friday 8am to 6pm and Saturday 9am to 1pm (except for non-business days).

To improve the quality of our service, we may monitor and record telephone calls. The cost of calls to 03 prefixed telephone numbers are charged at national call rates. Charges may vary for different network providers.

Address your letter to the relevant department:

General Enquiries
or Cancellations:

Customer Service Department

Claims:

Claims Department

Complaints:

Customer Relations Department

and send to:

Marks and Spencer Pet Insurance
PO Box 7925
Bilston WV1 9TT



Email

Customer Services Department:

contact@insurancepet.marksandspencer.com

Claims Department:

contact@insurancepet.marksandspencer.com

Customer Relations Department:

complaints@insurancepet.marksandspencer.com

Contact Details

REMEMBER:

Your Marks and Spencer Pet Insurance policy gives **you** access to **Petcall** for any non-emergency pet health queries, behavioural and nutritional advice and an opportunity to talk to someone should **you** sadly lose **your pet**.



Call **Petcall** any time of the day or night on:

0333 332 3957

Make sure that **you** have **your** policy number to hand when **you** call.

If **you** prefer, **you** can also speak to **Petcall** via **Live Chat**.

The link to this can be accessed by logging in to your **M&S Pet Insurance Portal**.

But remember, in an emergency ...



You should always consult **your vet** immediately if **your pet** has collapsed, is unconscious or has been involved in a serious accident.

If **you** then need to make a claim, please log in to your **M&S Pet Insurance Portal** or call **us** on 0344 543 1107.

Making a claim

Vet Fee claims



The quickest way to log and track a claim is to go to **your M&S Pet Insurance Portal**

marksandspencer.com/insurance/petportal

Third Party Liability claims (dogs only)



If **your** dog is involved in an incident that could lead to someone making a claim against **you**, please phone **us** as soon as **you** can on:

0344 543 1107

For all other types of claim



Download a claim form from **your M&S Pet Insurance Portal**
marksandspencer.com/insurance/petportal



If **you** would prefer to talk to **us** on the phone, **you** can call **us** on:

0344 543 1107

Accidental Injury means a sudden and unforeseen injury which is the result of an identifiable and known cause or event during the **policy year**. This includes any **symptoms**, whether or not diagnosed.

Certificate of Insurance means the personalised document which tells **you** the details of **your** cover.

Complementary Treatment means hydrotherapy, osteopathy, massage and healing, laser treatment, electrical muscle stimulation, acupuncture or chiropractic treatment.

Condition(s) means any **illness** or **accidental injury** whether or not it results in a diagnosis. There will be **conditions** that will fall in the following categories:

1. **Bilateral** means any **condition** affecting the right and left sides of **your pet** where there is an underlying cause. For example, hip dysplasia for hips, ear inflammation (otitis) for ears, cruciate ligament disease, or luxation of the kneecaps (patellae).
2. **Recurring** means any previous **condition** or **symptom** that may come back or is likely to happen to **your pet** again. For example, this could be repeating episodes of diarrhoea, vomiting or injuries to claws.
3. **Related** means if a number of **symptoms** are:
 - Subsequently diagnosed as one **condition**; or
 - Caused by, related to, or result from another **condition** or symptom.

For example, a **related condition** could be excessive drinking as a **symptom** of diabetes. **We** would consider this as one condition not two.

When applying a **maximum benefit** or exclusion, **we** will consider **bilateral, recurring** or **related conditions** as one **condition**.

European Union means the following countries: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden; together with Iceland, Liechtenstein, Norway and Switzerland.

Excess(es) means the amount **you** pay towards each **vet fees** claim. The **excess** may be a fixed amount (for example £130) and/or a percentage contribution (for example 20%). If **you** were given the option to choose these at the time that **you** took out **your** policy, they will have been referred to as the “Set Excess” (the fixed amount) and “Voluntary Excess” (the percentage contribution). **Your excess** is shown in **your certificate of insurance**. When **your pet** reaches a certain age this **excess** may change, as the percentage contribution then becomes fixed at certain rates and payment of it is mandatory. This change and the age when it applies for **your pet** is shown on **your certificate of insurance**. **You** will be told of the change at least one year before it is applied. (Please note that amounts payable by **you** for Third Party Liability claims are shown separately, please see section 2.8).

Word and phrases with special meanings /cont ...

Family means **your** spouse, civil partner, partner who **you** currently live with, children, parents, or other relatives who normally live with **you**.

Helpline means the helpline operated by Petcall, a trading name of Vetsdirect Limited.

Illness means physical disease, sickness, abnormality, infection or failure which is not caused by an **accidental injury**. This includes any **symptoms**, whether or not diagnosed.

M&S Pet Insurance Portal means the online platform (marksandspencer.com/insurance/petportal) where **you** can manage **your** policy and log and track claims.

Market Value means the cost for an animal of the same breed, pedigree and sex as **your pet**.

Maximum Benefit means the most **we** will pay for any part of the cover. The **maximum benefits** are shown in **your certificate of insurance**.

Pet means the cat or dog named and described on **your certificate of insurance**.

Policy Year means the 12 month period shown on **your certificate of insurance** during which **your premium** and benefit levels are guaranteed. However, if there is a change to **your** circumstances or correction to **your pet's** details, it may be necessary to alter **your premium** during that 12 month period.

Premium(s) means the premium payable either monthly or yearly by **you**. **You** must pay **your premium** in full and on time to be covered.

Start Date means the date when **your pet** first becomes covered under this policy. The **start date** is shown on **your certificate of insurance**.

Symptom(s) means a change in **your pet's** normal healthy state, its bodily functions or behaviour.

Treatment(s) means any examination, consultation, advice, tests, X-rays, medication, surgery, nursing and care given by a **vet**, veterinary practice or member of an approved professional organisation following **your vet's** instruction. **We** may telephone **your vet** to confirm that **treatment** was right for the particular **condition**.

Vet means:

1. In the United Kingdom, a member of the Royal College of Veterinary Surgeons; or
2. Outside the United Kingdom, a veterinary surgeon who is registered and working in a **European Union** country, the Channel Islands or the Isle of Man.

Vet Fees means fees charged to give **treatment** for a **condition**.

We, Us, Our means Pinnacle Insurance Limited.

You, Your, Yourself means the person named in the **certificate of insurance** who is responsible for **your pet**.

In this section **we** tell **you** what is covered and what is not covered during the **policy year**.

The most **we** will pay is up to the **maximum benefit** limits, which are shown in **your certificate of insurance**.

Your excess and any **conditions** not covered are also shown in **your certificate of insurance**.

Pet age limits

You can insure **your pet** from 8 weeks of age.

The upper age limit to start a new policy for most breeds of dog is the day before their 8th birthday. For some breeds of dog it is their 5th birthday. This will be highlighted in **your certificate of insurance**.

For cats, the upper age limit is the day before their 10th birthday.

Once **your pet** is insured cover can continue beyond these upper age limits.

Cover limits

Lifetime Cover

The **maximum benefits we** will pay under this policy per **policy year** are shown in **your certificate of insurance**.

Maximum Benefit Cover

The **maximum benefits we** will pay for each **condition** under this policy are shown in **your certificate of insurance**. Each **condition** is only covered until the **maximum benefit** as shown on **your certificate of insurance** is paid for that **condition**. After this, **we** will not make any further claims payments for that **condition** or any **bilateral, recurring** or **related conditions**.

Time Limited Cover

The maximum benefits **we** will pay for each **condition** under this policy are shown in **your certificate of insurance**. Each **condition** is only covered for 12 months calculated from the first date of **treatment** or until the **maximum benefit** is paid for that **condition** whichever occurs first. After this, **we** will not make any further claims payments for that **condition** or any **bilateral, recurring** or **related conditions**.

2.1 Veterinary Fees

If **your** pet falls ill, is injured or needs **treatment** from a **vet**, this part of the cover helps **you** pay for the **vet fees**.

We may contact **your vet** to confirm the **treatment** was right for the **condition you** are claiming for. If **we** believe the fees and/or **treatment** are excessive, **we** will talk with **your vet** about the costs on **your** behalf and **we** may ask **you** to use a different **vet** for future **treatment**. Otherwise **we** may not be able to pay future claims.

What you pay

- **Your excess** is shown in **your certificate of insurance**.

What you are covered for

- ✓ **Vet fees** for the cost of any **treatment your pet** has received for a **condition(s)**.
- ✓ Any herbal or homeopathic treatment **your vet** recommends
- ✓ Any **complementary** and physiotherapy **treatment your vet** recommends up to the **maximum benefit**.
- ✓ The cost of having **your pet** put to sleep (euthanasia) if recommended by or agreed with **your vet**.
- ✓ 25% of the cost of a clinical diet for **your pet** for a maximum period of 6 months per **condition**, if it is recommended by **your vet** for a treatable **condition** other than for obesity/weight loss.
- ✓ The cost of **treatment** for a dental **condition** and any **related conditions**, so long as:
 - There is a history of annual check-ups. If not annual, then as recommended by **your vet**. **We** would need proof that any advice given has been followed within 6 months; and
 - The **treatment** is to relieve suffering due to illness.
- ✓ The cost of dental **treatment** as a result of an **accidental injury**.
- ✓ Ongoing **treatment** of a **condition** so long as the policy remains in force, subject to the "We will not pay for" section.
- ✓ The cost of any **treatment your pet** has received in any **European Union** country. **You** are covered for a maximum of 90 days in any **policy year** in any of the **European Union** countries.

2.1 Veterinary Fees/cont...

What we will not pay for

- ✗ Any **condition** or **symptom**, or anything related to it, that **you** were aware of or has been noted and/or checked by a **vet** before this policy started.
- ✗ Any excluded **condition** shown on **your certificate of insurance**.
- ✗ The cost of any **treatment** for any **illness** which occurs or shows **symptoms** within 14 days of the **start date**.

This 14 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.

- ✗ Any **treatment** for **accidental injury** or poisoning which occurs or shows **symptoms** within 3 days of the **start date**.

This 3 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.

- ✗ Any **treatment your pet** has received outside the 12 month period if **you** have Time Limited Cover;
- ✗ House calls, any extra cost for out of hours **treatment**, or ambulance fees, unless **your vet** confirms that moving **your pet** or waiting until normal surgery hours would either endanger its life or significantly worsen the **condition**.
- ✗ Costs relating to routine or investigative tests, unless they are undertaken as part of **treatment** for a **condition** covered under this policy.
- ✗ Routine and preventative **treatments**, such as vaccinations, cleaning and descaling of teeth, spaying, castration, routine removal of dew claws, parasite control **treatments**, grooming and nail clipping.
- ✗ The cost of any **treatment** for fleas except where this is used to treat a skin condition, (for example, FAD (Flea Allergic Dermatitis), when the **pet** has a skin reaction to the flea's saliva), when **we** will pay the cost of 1 flea **treatment**.
- ✗ Complications caused by cosmetic **treatments**, including cosmetic dentistry and cosmetic surgery, or where **your vet** confirms the **treatment** was not necessary.
- ✗ **Treatment** related to baby teeth (deciduous teeth) if **your pet** is over 16 weeks of age at the **start date**.
- ✗ **Treatment** related to retained testes if **your pet** is over 16 weeks of age at the **start date**.
- ✗ The cost of any food except as set out in "What you are covered for".

2.1 Veterinary Fees/cont...

What we will not pay for/cont...

- ✗ The cost of any post mortem examination.
- ✗ **Treatment** of an **illness** that **your pet** can be vaccinated against if **you** did not follow the vaccination recommendations provided by **your vet**.
- ✗ **Treatment** related to pregnancy, giving birth or breeding and any complications caused by them.
- ✗ **Treatment** which **your vet** confirms **you** could have given in **your** home **yourself**.
- ✗ Organ or stem cell transplants and any related **treatment**, limb prostheses including any **vet treatment** needed to fit the prosthesis. This does not apply to the cost of replacing hip, knee and/or elbow joints.
- ✗ The cost of surgical items that can be used more than once.
- ✗ Travel costs for taking **your pet** to the **vet**.
- ✗ Claims resulting from **your** dog being involved in a fight where **your** dog has a history of **treatment** following fighting.
- ✗ **Treatment** following a fight between two or more of **your pets** or where one of the **pets** involved is living at **your** address but belongs to a member of **your family** or anyone else living with **you** on a permanent or temporary basis.
- ✗ Fees charged by **your vet** for completing claim forms.
- ✗ Fees charged by **your vet** for referral to another **vet**.
- ✗ **Treatment** without an itemised invoice.

2.2 Death from accident or illness

What we will pay

- ✓ **We** will repay **you** the price **you** paid for **your pet** if it dies due to an accident or **illness**.
- ✓ **We** will pay this benefit as well as any **treatment** costs already paid to treat **your pet**.

If **you** don't have written proof of payment or **you** didn't pay for **your pet**, **we** will pay **you** whichever is the lower value of the amount **you** stated when **you** applied for cover or the **market value**.

What we will not pay

- ✗ If **your pet** dies as a result of an **accidental injury** or poisoning which occurs or shows **symptoms** within 3 days of the **start date**.

This 3 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.
- ✗ If **your pet** dies as a result of an **illness** which occurs or shows **symptoms** within 14 days of the **start date**.

This 14 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.
- ✗ If **your pet** dies due to any **condition** or **symptom**, or anything related to it, that **you** were aware of or has been noted and/or checked by a **vet**, before this policy started or any **condition** not covered.
- ✗ If death results from an **illness**, after the renewal date that follows **your pet** reaching the age below:
 - Cats - 10 years
 - Dogs - 8 years or 5 years*

* For some breeds, this will be 5 years. If **your** dog is one of those breeds, this will be highlighted on **your certificate of insurance**.
- ✗ For the cost of **your pet** where a decision is made to put the **pet** to sleep (unless the **vet** confirms it was not humane to keep **your pet** alive).
- ✗ Any cost for death resulting from pregnancy, giving birth or breeding.

2.3 Cremation or cemetery burial

What we will pay

- ✓ **We** will pay **you** up to £200 for the cost of cremation or cemetery burial if **your pet** dies or is put to sleep by a **vet** as a result of an accident or **illness**.

What we will not pay

- ✗ If **your pet** dies due to an accident or **illness** that is not covered under the *Death from accident or illness* benefit.
- ✗ If **your pet** dies as a result of an **illness**, after the renewal date that follows **your pet** reaching the age below:

- Cats - 10 years
- Dogs - 8 years or 5 years*

* For some breeds, this will be 5 years. If **your** dog is one of those breeds, this will be highlighted on **your certificate of insurance**.

We understand how difficult it is to lose a **pet**, so should **you** feel **you** need to talk to someone about **your** bereavement, please do not hesitate to call Petcall for a confidential chat on **03330 332 3957**.

2.4 Finding your pet

What we will pay

- ✓ **We** will repay **you** for any local advertising costs and rewards **you** have had to pay to help recover **your pet** after it is stolen or goes missing.

What we will not pay

- ✗ If **your pet** is stolen or strays before the **start date**.
- ✗ If **your pet** is stolen or strays within 14 days of the **start date**.
This 14 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.
- ✗ Any reward where **you** do not have a signed receipt giving the name, address and telephone number of the person who found and returned **your pet** to **you**.
- ✗ Any reward to a **family** member.
- ✗ Any reward to the person who was caring for **your pet** when it was lost or stolen.
- ✗ If **your pet** is not microchipped at the time of any claim in line with the law where **you** live (except where this is not suitable for reasons of animal health).
- ✗ Any costs for services carried out by another person, company, organisation or pet detective other than producing posters and leaflets for local advertising and sharing the loss on the internet and social media.

2.5 Theft and straying

What we will pay

- ✓ **We** will repay **you** the price **you** paid for **your pet** if it is stolen or goes missing and is not recovered within 30 days.
- ✓ If **you** have no written proof of payment or **you** did not pay for **your pet**, **we** will pay **you** whichever is the lower value of the amount **you** stated when **you** applied for cover or the **market value**.

What you need to do

- As soon as **you** find out **your pet** is missing, **you** must tell the closest **vet** to where **your pet** went missing, local rescue centre or local authority warden.
- If **your pet** is found after **we** have paid **you**, **you** must pay **us** back all the money **you** received. **We** may take legal action to recover the money if **you** don't pay it back to **us**.

What we will not pay

- ✗ If **your pet** is stolen or goes missing before the **start date**.
- ✗ If **your pet** is stolen or goes missing within 14 days of the **start date**.

This 14 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.

- ✗ If **your pet** is not microchipped at the time of any claim in line with the law where **you** live (except where this is not suitable for reasons of animal health).

2.6 Boarding fees if you need to go into hospital

What we will pay

- ✓ **We** will repay **you** the kennel or cattery fees **you** have paid if:
 - **you** or a member of **your family** is ill or injured and has to spend more than 48 hours in hospital; and
 - **your pet** stays in a licensed kennel or cattery while **you** or a member of **your family** are in hospital.
- ✓ Or, if **you** ask someone who is not living with **you** to look after **your pet** while **you** are in hospital, **we** will pay a daily rate of £15.

We will not pay any costs where your hospital stay is due to any of these reasons

- ✗ Alcoholism, drug abuse, self-inflicted injuries, pregnancy or giving birth.
- ✗ An **illness** or **accidental injury** first occurring or showing **symptoms** before the **start date**.
- ✗ An **illness** first occurring or showing **symptoms** within 14 days of the **start date**.

This 14 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.

2.7 Holiday cancellation

What we will pay

- ✓ **We** will repay **you** the cost of any lost travel and accommodation costs if **you** or any member of **your family** travelling with **you** cancel **your** holiday less than 7 days before **you** were due to leave or **you** come home early because **your pet** goes missing while **you** are away or **your vet** advises **your pet** needs life-saving **treatment**.

What we will not pay

- ✗ Costs for anyone else who was on holiday with **you** other than members of **your family**.
- ✗ If **you** cancel **your** holiday or come home early because **your pet** needs **treatment** which **your vet** confirms is not life-saving.
- ✗ If **you** cancel **your** holiday or come home early because **your pet** needs **treatment** due to a **condition** which occurs or shows **symptoms** before the **start date**.
- ✗ If **you** cancel **your** holiday or come home early because **your pet** needs **treatment** due to a **condition** which occurs or shows **symptoms** within 14 days of the **start date**.

This 14 day exclusion period will not apply if **you** have switched to Marks and Spencer Pet Insurance from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, **we** will ask for evidence of **your** previous policy.

- ✗ If **you** booked **your** holiday less than 28 days before **you** were due to leave.
- ✗ If **you** can claim these costs back from any other source. For example, travel insurance.

2.8 Third Party Liability

This part of your cover won't apply if you are already insured under any other home contents or liability policy, unless the cover provided by that policy has already been used up.

Please note that for this section of **your** policy, references to **we/us/our** refers to Pinnacle Insurance Limited and/or their chosen claims handler Davies Group Limited.

Davies Group Limited is registered in England and Wales with registered number 06479822. Registered Office: 5th Floor, 20 Gracechurch Street, London, United Kingdom EC3V 0BG. Davies Group Limited is registered in the UK and authorised and regulated by the Financial Conduct Authority (Financial Services Register number 486865).

What we will pay

If **your** dog causes an injury or death to anyone or damages anyone's property during the **policy year** and **you** are held legally responsible **we** will pay up to the **maximum benefit** for:

- ✓ any compensation and legal costs awarded by a court to the claiming party; and
- ✓ the legal costs of defending the claim against **you**.

If more than one person is injured, dies or has their property damaged, **we** will pay compensation and legal costs awarded by a court and the legal costs of defending the claim up to the **maximum benefit** amount of this section of **your** policy. **We** are not liable to pay any more than this **maximum benefit** amount.

If someone else was looking after **your** dog when the injury, death or damage occurred, **we** will pay if:

- ✓ **you** asked them to look after **your** dog;
- ✓ **you** did not agree to pay them to look after **your** dog;
- ✓ the injury, death or damage was not to the person looking after **your** dog, their spouse, civil partner who they currently live with, partner, children, parents or any other relatives who normally live with them or their property; and
- ✓ **you** are not aware that **your** dog had previously caused any injury, death or damage.

What you pay

- The first £250 of any compensation or legal costs for property which has been damaged.

2.9 Third Party Liability/Cont...

We will not pay:

- ✗ compensation or legal costs if the injured person, person who has died or owner of the damaged property:
 - is **you, your** spouse, civil partner, partner who **you** currently with, children, parents or other relatives who normally live with **you**;
 - lives in **your** home;
 - works for **you**; or
 - was looking after **your** dog with **your** permission.
- ✗ For any property which is in **your** care, custody or control, or the care, custody or control of anyone listed above;
- ✗ the first £250 of any compensation or costs for property which has been damaged ;
- ✗ for any claim if **you** are legally responsible for the injury, death or damage only because of an agreement or contract **you** have entered into;
- ✗ for any claim:
 - due to **your** profession, job, work or business, or that of **your** spouse, civil partner, partner who **you** currently live with, children, parents or other relatives who normally live with **you**; or
 - resulting from any incident that happens at **your** place of work or that of **your** spouse, civil partner, partner who **you** currently live with, children, parents or other relatives who normally live with **you**;
- ✗ for any claim occurring on a property licensed for the sale of alcohol where **your** dog lives or is kept;
- ✗ for any claim if the incident happened outside the United Kingdom, the Channel Islands or the Isle of Man.
- ✗ any fines or penalties imposed on **you** from criminal proceedings including any amount a court requires **you** to pay to punish **you** or to try to stop the same circumstances that led to the incident happening again or because **you** have caused someone distress, embarrassment or humiliation; or
- ✗ any claim if **your** dog has accidentally injured or caused the death of another person or damaged someone else's property, if **we** later discover that when **you** bought or renewed the policy **you** failed to tell **us** that **your** dog had previously shown any aggressive behaviour towards another person or animal

2.9 Third Party Liability/Cont...

Other Dogs

If another dog was involved with **your** dog in causing the injury, death or damage (even if the other dog belongs to **you**), **we** will only pay for the damage, injury or death caused by **your** dog insured under this policy. If **your** other dog is not insured under this policy, or the dog belongs to someone else, **you** or the other owner will have to pay for the share of the injury, death or damage caused by that dog.

What you must do

- **You** must tell **us** as soon as **you** are aware of the injury, death or damage which is being claimed against **you**.
- **You** must tell **us** about any other insurances **you** have (for example, house contents or liability insurance) which could cover the cost of the damage, injury or death caused by **your** dog. **We** will contact the other insurer(s) to agree which insurer will handle **your** third party liability claim and what our liability will be to pay any compensation, costs and fees. **We** will work this out by looking at the cover under each of **your** relevant policies.
- Do not admit that **your** dog was at fault or offer to make payments to anyone unless **you** have already received written confirmation from **us** to do so.
- Do not give anybody information or help them claim against **you** unless **you** have received confirmation from **us** to do so.
- Do not answer letters from people who may claim against **you**, or who are acting for people who may claim against **you**. Send all information, documents and letters that **you** receive to **us** straight away.
- **You** must give **us** any help **we** ask for and follow any instructions **we** give **you** – this includes giving **us** all information and documents **we** need that are relevant to **your** claim, at **your** cost. **We** may choose to take over any complaint or legal action against **you**, in **your** name and at **our** cost.
- There is no need to find **your** own legal help. Once **we** have reviewed the claim **we** will arrange for legal representation, if it is needed.
- Following a claim under this section or an incident involving **your** dog which relates to this section, **we** may take the decision not to continue to cover **your** dog under this section when **you** next renew **your** policy. If **we** take this decision **we** will advise **you** in writing and change **your premium** to remove this part of **your** cover.

General Exclusions

These general exclusions apply to all sections of the cover.

We will not pay a claim for any of the following:

- ✗ Any costs, loss, **illness**, injury, damage, death or legal liability directly or indirectly caused by:
 - an epidemic, pandemic or other such health warning, and declared as such by the Department of Environment, Food and Rural Affairs (“DEFRA”), and/or the Animal & Plant Health Agency (“APHA”) and/or the World Health Organisation (“WHO”).
- ✗ Any other costs that are indirectly caused by the event which led to **your** claim, unless stated in this policy.
- ✗ Any claim caused deliberately or intentionally, or an injury caused intentionally, or caused by a reckless or serious lack of care by **you** or any member of **your family** or anyone else living with **you**.
- ✗ Any claim which **your vet** confirms has arisen as a result of **you** not taking reasonable care of **your pet**.
- ✗ Any claim if **your** pet was worrying or chasing farm animals (livestock).
- ✗ The costs and compensation for having **your pet** put to sleep (euthanasia) under a court order or the Contagious Diseases (Animals) Act 1869 or following its destruction for the protection of farm animals (livestock);
- ✗ Any claim arising where **your** dog has been used as a guard dog, gun dog, farm dog, emergency rescue dog or as a dog used for racing or for security purposes.
- ✗ Any dog that must be registered under the Dangerous Dogs Act 1991 and/or the Dogs (Muzzling) regulations (Northern Ireland) 1991 or any amendments, or any American Bull Dog, American Bully, XL Bully, American Indian Dog, American Pit Bull Terrier, American Staffordshire Terrier, Bandog, Boerboel, Bully Kutta, Canary Dog, Cane Corso, Czechoslovakian Wolfhound, Dingo, Dogo Argentino, Dogue Brasileiro, Fila Brasileiro, Gull Dog, Husky Wolf Hybrid, Irish Staffordshire Blue Bull Terrier, Irish Staffordshire Bull Terrier, Japanese Tosa, Pit Bull Terrier, Saarlooswolfhound, Tosa, Tosa Inu, Wolf Hybrid, Wolfhound, or any dog crossbred with any of these breeds.
- ✗ Any loss if **you** do not follow the United Kingdom animal health or importation laws.
- ✗ Any claims due to war, civil war, conflicts (whether war be declared or not), violence for any political, religious or ideological reason, terrorist activity, revolution, civil unrest or any similar event.
- ✗ Any claims due to radiation, nuclear explosion or radioactive contamination.
- ✗ Any claims due to air, water or soil pollution.
- ✗ Any claim due to pressure waves from supersonic aircraft.

Your Right to Cancel

You can cancel **your** policy at any time by calling **us** on **0344 543 1107** or write to **us**.

Within the “cooling off period”

If you cancel during the first 14 days you will receive a full refund of premium so long as no claim has been paid. If we have paid a claim, there will be no refund.

Outside the “cooling off period”

Monthly payments

If **you** cancel outside the first 14 days **we** will cancel **your** policy and not collect the future monthly payments. If **your pet** has died, been stolen or has gone missing, and **you** claim for this, **we** will not take any further monthly payments for the current period of insurance. However, if **you** have been paid a claim during this **policy year** then **we** will deduct any outstanding monthly payments for the current period of insurance from **your** final settlement claim.

Annual payments

If **you** cancel outside the first 14 days **we** will cancel **your** policy and refund **premiums** for the remaining length of the policy so long as **you** have made no claims under this policy during this **policy year**.

If **your pet** has died, been stolen or has gone missing, and **you** claim for this, **we** will refund **premiums** for the remaining length of the current period of insurance. However, if **you** have been paid a claim during this **policy year** then **we** will not refund any of the **premium** already paid unless the claim value is less than the pro-rata **premium** for the remainder of the **policy year**. In this case, the difference between the pro-rata **premium** and the claim value will be refunded.

Our Right to Cancel

We may cancel **your** insurance cover straight away when:

1. **You** deliberately tell **us** something which is untrue or misleading when **you** reply to any question **we** ask **you** when **you** buy **your** policy, or ask **us** to make a change to **your** policy (or **we** can show that **you** did not take reasonable care to make sure the information **you** told **us** was true).
2. **You** tell **us** something which is untrue or misleading by mistake when **you** reply to any question **we** ask **you** when **you** buy **your** policy or ask **us** to make a change to **your** policy which, if correctly answered, would have caused **us** to not accept **you** for cover.
3. There is proof of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) which affects this policy.
4. Due to a change in law or regulation.
5. Sanctions are applied to you or any joint policy holder.

Sanctions means legal financial restrictions applied to **you** which make it an offence for **us** to pay any money (for example, for a claim or a refund of **premium**) to **you** under this policy. This means that if **you** or any other relevant third party who has suffered a loss which would otherwise be covered under the policy, are the subject of a sanction, **we** may not be able to provide cover under the policy. “Sanctions” means any sanctions, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

If **your** policy is cancelled as a result of points 1, 3, 4 or 5 above, **we** will not return any **premiums you** have paid. If **your** policy is cancelled as a result of point 2 above, **we** will return any **premiums you** have paid so long as no claim has been made.

Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where points 1, 2 or 3 above applies.

Cancellation of **your** policy will not affect **your** entitlement to claim for any event which happens before the date of cancellation, except where points 1, 2 or 3 above applies.

If **you** have a Time Limited policy, **we** may choose not to renew **your** insurance cover. If this happens, **we** will write to **you** at least 90 days before the anniversary of the **start date** where no other cover is offered.

This may be because:

- in the unlikely event that for any of the reasons listed in the “Changes to your premium” section **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your** policy:
- **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to offer cover within the particular country or market sector that applies to **your** policy.

Things you need to do

- **You** must submit **your** claim for **vet fees** along with invoices showing costs/fees **you** have incurred within 12 months of the **treatment** taking place. Failure to do so will result in non-payment of **your** claim unless there are exceptional circumstances.
- **You** must take **your pet** for regular annual check-ups (or as otherwise recommended by **your vet**) and vaccinations with licensed products as recommended by **your vet**.
- **You** must respond honestly to any request for information **we** make when **you** take out cover under this policy, or apply to make a change to **your** cover. If any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, any claims previously paid by **us**, and whether **you** can make any claim in the future.
- **You** must not make any claim **you** know is false or dishonest.

If **you** do not carry these out, **we** may not pay part of any claim **you** may make.

Things we need to do

- **We** will assess all claims fairly, reasonably and quickly against the information **you** tell **us** and the terms of the policy.
- **We** may need to see **your pet's** records from any **vet** who has treated it and any other information about **your pet** before **your** claim is paid. If the **vet** charges for this information, **you** will have to pay.
- **We** may need to arrange for someone to visit **you** and **your pet** if **we** feel **we** need further information to properly understand **your** claim.

5 How to make a complaint

We hope **you** never need to, but if **you** want to complain about **our** products or services **you** can do so in the following ways.

M&S Pet Insurance Portal: marksandspencer.com/insurance/petportal

calling **us**: 0344 543 1107

writing to **us**:
Customer Relations Department
Marks and Spencer Pet Insurance
PO Box 7925
Bilston WV1 9TT

We will deal with any concerns **you** may have as quickly as **we** can and wherever possible within 8 weeks of receiving **your** complaint as needed by the Financial Conduct Authority. If **you** are not satisfied with the answer **we** give **you** or if **you** have not had **our** final response within 8 weeks, **you** can raise **your** complaint to:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567

Website: www.financial-ombudsman.org.uk

Following this complaints procedure does not affect **your** rights to take legal action.

A leaflet about **our** full complaints process is available from **us**.

6.1 Contract of Insurance

This policy is renewed each year. **You** can either pay as a single payment once yearly or in monthly payments. The contract of insurance between **you** and **us** is the policy Terms and Conditions and **your certificate of insurance**.

Your cover will end when one of the following happens.

- The date **your pet** dies.
- The date **you** do not pay **your premium** when it is due.
- The date **you** or **we** cancel **your** cover.

6.2 Premiums and Terms & Conditions

The **premium** and Terms and Conditions for this policy are fixed for 12 months and reviewed annually on the anniversary of the policy **start date**.

However, if there is a change to **your** circumstances or correction to **your pet's** details, **we** may need to alter **your** premium during the 12 month period.

We will review the Terms and Conditions and the **premium** each year. Following this review, **your premium** may go up, go down or stay the same.

We will only change the **premium** for these reasons:

- A change in any general costs for the running of our business.
- A change in the scheme performance or claims experience. For example, this could be due to information that suggests claims or veterinary fees may go up or down.
- Changes to **your** circumstances such as the age of **your pet**, **your** claims history or any change to **your** address.
- Any change in the Insurance Premium Tax rate.

We will not change the **premium** for any other reason or to recover previous losses.

If **we** change the policy Terms and Conditions, it will only be for these reasons:

- To improve **your** cover.
- To make the policy wording clearer or to correct any errors.
- To meet any laws or regulations or Insurance Premium Tax.
- Due to any of the reasons **we** say for changing the premium above.

We will not change the Terms and Conditions for any other reason or to recover previous losses.

Each year, at least three weeks before the current **policy year** is due to end, **we** will send a renewal notice to **you** setting out the new policy Terms and Conditions and **premium** for the next **policy year**. If **you** have already given **your** consent for **us** to collect the **premium**, **your** payment will continue to be taken using the same bank account unless **you** tell **us** otherwise. **Your** cover under this policy will continue as long as **you** pay the **premium** whenever **your premiums** are reviewed.

You must continue to pay the full **premium** even when **you** are making a claim. This will make sure cover continues for any further **treatment** or other costs.

If **you** want to cancel **your** policy, **you** can at any time.

6.3 Fraud

If **we** make any claim payments because of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf), then:

- **we** may stop making further payments and may seek to recover from **you** any sums paid by **us** for any dishonest claim;
- **we** may cancel the contract with effect from the time of the behaviour which may affect other claims; and
- if **we** cancel the contract, **we** may not pay any claims occurring after the time of the dishonest or deceitful claim.

If **we** cancel **your** cover due to fraud, **we** will not return any of the **premiums** paid by **you**. Any valid claim occurring before the dishonest claim will not be affected.

6.4 Reinstatement

If **you** cancel **your** cover under this policy or the cover ends due to unpaid **premium**, **you** can ask for the policy to be reinstated. If **we** agree to this, any claim or **condition** which starts during the period when **your** cover had ceased, will not be accepted.

6.5 General Conditions

- **You and your pet** must live in the UK at the address shown on **your certificate of insurance**.
- **Geographical Limits** - this insurance only applies in the United Kingdom except for **vet fee** claims occurring while **you** are travelling abroad with **your pet** to any countries in the **European Union**, the Channel Islands or the Isle of Man.
- **Choice of Law** - this policy is governed by English Law. Any legal proceedings will be held in the courts of England and Wales. If **you** live in Scotland or Northern Ireland **you** can start legal proceedings in **your** local courts.
- **Surrender Value** - when **your** cover under this policy ends it will not have a cash value.
- **Transfer Rights** - the rights given under this policy can be transferred directly to another individual taking on the full responsibility of the **pet** if **we** agree. To transfer the rights of **your** policy, please contact **our** Customer Services Department. Transfer of rights may result in a change to the **premium** amount.
- All contact with **you** will be in English.

6.6 Change of Insurers

It may be that the insurance company underwriting **your** cover could change at renewal. If this happens **you** will be told of this change not less than 21 days before **your** current policy renews and told about any changes in **your** policy cover.

If **you** pay by direct debit then **your** policy may be automatically renewed with the new insurer. If **you** do not want **your** policy to be renewed then please let them know before the renewal date.

6.7 Financial Service Compensation Scheme

Pinnacle Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to pay claims to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk

6.8 Policy Underwriter

Your Marks and Spencer Pet Insurance is sold, underwritten and managed by Pinnacle Insurance Limited under policy number 02645 (28th October 2025).

Pinnacle Insurance Limited (Company registered number 1007798) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 110866). Its registered office address is 4th Floor, Limelight, Elstree Way, Borehamwood, Hertfordshire WD6 1JH.

Using your personal information

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Pinnacle Insurance Limited

When **you** purchase **your** insurance, **we** will collect certain types of personal information from **you**.

We will process **your** personal data in line with the UK Data Protection Act 2018 to perform the contract with **you** or to take steps at **your** request before entering into the contract, managing **your** marketing consent choices, as well as to act in line with law and regulation and for the legitimate interests of **our** business.

Our full Privacy Notice is available on **our** website at the following address: www.pinnaclepetuk.com/privacy-and-cookie-policy, which includes further information about **our** processing of **your** personal data, retention periods, **your** data protection rights and our contact details.

Davies Group Limited

Davies Group collects and uses personal information where there is a justifiable reason for doing so, such as processing a claim. If **you** would like to read Davies Group's full Privacy Policy, please go to www.davies-group.com/privacy-notice or contact the Data Protection Officer at the above address or via e-mail at DPO@davies-group.com. Please be aware that there will be sections of the Privacy Policy which will not apply to how Davies Group process **your** personal information in relation to this policy.

M&S