

# STUFFCOVER

POLICY WORDING



## General terms

### To benefit from this insurance

In order to have the benefit of this insurance **you** must insure **your stuff** for the entire period that it is being lent to a **paying borrower**.

### Our promise to you

We will:

1. insure **you** in accordance with the terms and conditions of this **policy** in return for the premium **you** pay.
2. pay covered claims as quickly and efficiently as possible.

### Your promise to us

Please ensure that **you** fulfil the obligations set out below; not doing so may affect a claim or could result in **your** insurance being invalid.

Please:

1. take care when providing any information **we** ask for and ensure that it is accurate, complete and up-to-date. Tell **us** if this information changes. If **you** are in any doubt, please contact **GUARDHOG** by emailing us at [info@guardhog.com](mailto:info@guardhog.com). **We** will tell **you** if a change in information affects **your** insurance.
2. always try to prevent accident or injury and protect **your** property against theft or damage. Not doing so can mean a claim is more likely or is worse than it should have been.

### Cancellation

**We** will refund **your** premium in full if, for any reason, **you** feel that this insurance is not right for **you**. To receive a refund **you** need to cancel this **policy** before **your stuff** is lent to a **paying borrower**.

If **you** cancel this **policy** while **your stuff** is lent to a **paying borrower** there will be no return of **your** premium.

**We** will only cancel **your** insurance for a valid reason and only by giving **you** at least 30 days' notice which will be sent by recorded post to the correspondence address shown in **your schedule**. **We** will refund **your** premium in full if **we** cancel **your** insurance.

### How to make a claim

In order for **us** to deal with **your** claim please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim or could result in **your** insurance being invalid.

1. Please tell **GUARDHOG** as soon as possible if something has happened which may result in a claim. **GUARDHOG** will then take **you** through the next steps to making a claim.
2. Please do not admit responsibility or make an offer of payment without talking to **us** first.
3. If **you** have any correspondence regarding a claim please send it to **us** as soon as **you** can.
4. To help **us** settle **your** claim **we** will require **you** to prove that **your** theft or damage has happened. Please give **us** all the co-operation **we** need to investigate **your** claim, including evidence of the value of the stuff involved in a claim as well as any other relevant information and documents **we** may reasonably require. If **you** think a crime has been committed, **you** must also report it to the police and provide **us** with the crime reference number.
5. If **you** are being held responsible for causing an injury, **we** may take over and deal with the defence or settlement of any claim in **your** name.
6. **We** may start recovery proceedings in **your** name. **We** ask that **you** give **us** all the assistance **we** need to do this.

### Information you have given us

The information **you** give to **us** is important as **we** use this in setting the terms and premium for this insurance. Occasionally, **we** are deliberately or recklessly given false information. If this happens **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving **us** **your** information several things could happen:

1. If **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back **your** premium.
2. If **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim.
3. If **we** would have charged **you** more premium, **we** will proportionately reduce the amount of any claim payment.

If **we** do any of the above, **we** will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **us**. If **you** are still not satisfied, **you** may ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights.

#### **Other things to be aware of**

This **policy** is governed by English law and any disputes will be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

When a claim is made, **we** will only ever pay up to the relevant **amount insured**.

If a false claim is made, **we** can refuse to pay it or **we** can treat this insurance as if it never existed.

**You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person and right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

#### **What is not covered**

The following exclusions apply to the whole of **your policy**. There are more specific exclusions which are shown in the sections to which they apply.

**We** do not cover claims:

1. that would be covered under any other insurance if this **policy** did not exist;
2. arising out of a deliberate act by **you** or anyone acting on **your** behalf;
3. arising due to accidental loss;
4. directly or indirectly caused by any nuclear reaction, nuclear radiation or radioactive contamination;
5. due to war or civil war;
6. due to the deliberate actions of any government or public or local authority;
7. directly or indirectly caused by a computer virus or data usage.

**We** do not cover theft or damage while **your stuff** is in transit to or from **your paying borrower**.

## Your stuff

All the general terms and definitions apply to this section. Some extra exclusions for this section are also shown below. If **you** need to make a claim, please refer to 'how to make a claim' within general terms.

### What is covered

While **your stuff** is lent to a **paying borrower we** will insure **your stuff** against theft or physical damage which happens during the **period of insurance**.

### What is not covered

**We** do not cover loss or damage:

1. Caused by mechanical and/or electrical fault or breakdown;
2. Caused by inherent defect; corrosion; moth or vermin; aridity; humidity, exposure to light or extreme temperature;
3. Caused by alteration; extension; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials;
4. Caused from the loan of any motor vehicle, aircraft, drone or watercraft.

### How we settle your claim

**We** will pay **you** the **amount insured** shown in **your schedule**. **Your schedule** will show **you** the maximum amount **we** will pay for each agreed claim.

**Your schedule** will also show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an excess.

**We** will decide whether to repair or replace **your stuff** or pay **you** the replacement cost. **We** will not deduct anything for wear and tear.

## Your legal liabilities

All the general terms and definitions apply to this section. Some extra exclusions for this section are also shown below. If **you** need to make a claim, please refer to 'how to make a claim' within general terms.

### What is covered

If included on **your schedule We** will cover **you** against any claim for compensation which **you** legally have to pay, as owner of the **stuff**, following an accident which happens during the **period of insurance** and causes bodily injury. **We** will also pay costs and expenses **we** agree to in advance to defend the claim.

The most **we** will pay for any one accident, claim or unrecovered court award is the **amount insured**. All claims caused by one accident are agreed to be one claim however many of **you** may be legally liable for the accident.

### What is not covered

**We** do not cover:

1. **your** liability for injury to **you** or for injury to **your** employees arising from their work for **you**;
2. **your** liability arising out of:
  - i) revenue generating activities other than from bookings made to loan or lend **your stuff** through a sharing platform;
  - ii) passing on any infectious disease or any virus, syndrome or illness;
  - iii) any mechanically propelled vehicle other than domestic gardening equipment or wheelchairs;
  - iv) any motorised vehicle being used on a public road or in circumstances where any legislation requires **you** to have motor liability insurance;
  - v) any aircraft;
  - vi) any watercraft;
  - vii) any animal
  - viii) any contract, unless **you** would have been legally liable if the contract had not existed;

**Your** liability from pollution or contamination of air, water or soil.

3. **your** liability arising out of the provision of any goods or services;
4. claims arising out of **you** or **your** employees doing anything for or to a third party;
5. the liability of anyone whose main residence is in the United States of America or Canada;
6. **your** liability for fines or penalties, or for damages intended to punish or make an example of **you**;

## General definitions

**Definitions:** Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply.

**Amount insured:** The most **we** will pay as shown in the **schedule**.

**Art and Collections:** Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability including all of which belong to **you** or for which **you** are legally responsible.

**Contents:** The personal property, which belongs to **you**. **We** do not include **money**, bank cards, gold or **jewellery and watches** within **contents**.

**Jewellery or watches:** **Jewellery or watches** which belong to **you** or for which **you** are legally responsible.

**Money:** Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents

**Paying borrower:** A private individual(s) or family whom **you** have lent **your stuff** to for an agreed period of time and with whom **you** have a written agreement in place organised through a sharing platform.

**Period of insurance:** The time during which **your stuff** is lent to a **paying borrower** and for which this **policy** is in force as shown in **your schedule**.

**Policy:** This insurance document and the **schedule**, including any endorsements.

**Schedule:** The document showing **your** name, **your stuff** and **your** insurance details that **we** email **you** each time **we** accept this insurance.

**Stuff:** The personal property shown in **your schedule** which belongs to **you**. We do not include **art and collections**, **money**, bank cards, or gold or **jewellery and watches** within **stuff**.

**We, us, our:** The insurer(s) named in the **schedule**.

**You, your:** The person(s) named in the **schedule** and all permanent members of that person(s) domestic household.





