



# GUARDHOG

**HOSTCOVER**

Home-sharing insurance

Policy wording

## GUARDHOG HOSTCOVER

### About Your Policy

#### **Understanding and using your policy**

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

It's not uncommon for your home insurer to exclude claims as a result of your home being occupied by paying guests. GUARDHOG have designed this policy to protect you and your home, when you welcome guests into your home; giving you the peace of mind to leave your home in the hands of a guest.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read, we hope that the language and layout are clear because we want you to understand the insurance provided by this policy. Some words have a special meaning in your policy and these are shown in the definitions. Whenever these words are used they will be printed in bold type.

Your policy is in two parts – the policy wording and the schedule.

The policy wording explains what is and what is not covered, how we settle claims and other important information.

The schedule shows which sections of the policy wording apply, the limits to the cover and the premium. Please keep your schedule with the policy wording.

Please read this document, including the schedule, and let us know, as soon as possible, if any of the details are shown incorrectly so that we can ensure that you continue to have the full protection of your policy.

If you have any questions please contact us:

GUARDHOG, 1a May Road, Twickenham, London, TW2 6QW, Tel: 0207 199 3258,

Email: [info@guardhog.com](mailto:info@guardhog.com)

Thank you for choosing GUARDHOG Insurance.

We would like to wish you the very best home-sharing,  
Humphrey and Andrew (GUARDHOG)

### OUR PROMISE TO YOU

In return for the premium **you** pay, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

**CONTENTS**

<b>ABOUT YOUR POLICY</b>	<b>1</b>
<b>THE CONTRACT OF INSURANCE</b>	<b>3</b>
<b>DEALING WITH OTHERS ON YOUR BEHALF</b>	<b>3</b>
<b>DEFINITIONS</b>	<b>4</b>
<b>GUEST DAMAGE TO BUILDINGS AND CONTENTS</b>	<b>6</b>
<b>YOUR LEGAL LIABILITY FOR BODILY INJURY TO GUEST(S)</b>	<b>8</b>
<b>YOUR HOME-SHARING LIABILITIES</b>	<b>9</b>
<b>ADDITIONAL COVERS</b>	<b>10</b>
<b>POLICY CONDITIONS</b>	<b>11</b>
<b>GENERAL EXCLUSIONS</b>	<b>12</b>
<b>CLAIMS CONDITIONS</b>	<b>13</b>
<b>HOW TO CLAIM</b>	<b>14</b>
<b>WHAT TO DO IF YOU HAVE A COMPLAINT</b>	<b>14</b>
<b>HOW WE USE YOUR INFORMATION</b>	<b>14</b>

## **THE CONTRACT OF INSURANCE**

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **schedule** make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this **policy** wording:

- for those sections which are shown on **your policy schedule**;
- for the **period of insurance** set out on the same **schedule**.

**Your** part of the contract is:

- **you** must pay the premium as shown on **your schedule** for each **period of insurance**
- **you** must comply with all the conditions set out in this **policy**.

There are conditions of the insurance that **you** will need to meet as **your** part of this contract. These conditions could affect **your** cover and when **we** would cancel **your policy**. Please take the opportunity to read the **Policy** Conditions.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the **United Kingdom** (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the **United Kingdom** in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **United Kingdom** in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This **policy** has been arranged by GUARDHOG and issued by Royal & Sun Alliance Insurance plc in the **United Kingdom**.

## **DEALING WITH OTHERS ON YOUR BEHALF**

If **you** require additional support to access or service **your policy**, GUARDHOG can allow others to deal with **your policy** on **your** behalf.

**You** can nominate a representative, to deal with **your policy** on **your** behalf. A nominated representative will be able to do everything that **you** can do under the **policy** (including, for example, update personal information, make changes to the **policy** cover, and take decisions on **your** behalf). However a nominated representative cannot cancel the policy – only **you** will be able to do this.

Any person dealing with **your** policy on **your** behalf will still need to be able to answer GUARDHOG security questions. As GUARDHOG will treat any instruction from a nominated person as if it has come from **you**, please give careful consideration to who **you** wish to nominate to act on **your** behalf.

If **you** would like to appoint a representative, remove the authority for any person to deal with **your** policy, or would like further information, please contact GUARDHOG on 0207 199 6610.

Please note, GUARDHOG will share information about **you** and **your** policy with anyone dealing with **your policy** on **your** behalf.

**DEFINITIONS**

Words shown in bold type have the same meaning wherever they appear in this **policy**. The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

<b>Accidental Damage</b>	Sudden, unexpected and visible damage caused by a <b>guest(s)</b> which has not been caused on purpose.
<b>Art and Collections</b>	Art, antiques and collectibles which belong to <b>you</b> . <b>We</b> do not include <b>valuables</b> within this definition.
<b>Asbestos risks</b>	<ul style="list-style-type: none"> <li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li> <li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li> <li>c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li> </ul>
<b>Bedrooms</b>	Any rooms used as or originally designed and built for sleeping in even if now used for another purpose, and any rooms that have been permanently or temporarily converted for sleeping in.
<b>Bodily Injury</b>	Death, or any bodily or mental injury or disease of any person caused by a sudden and unexpected external visible means.
<b>Booking</b>	A confirmed stay for an agreed period of time during which <b>your home</b> is temporarily lent to a <b>guest(s)</b> and for which this <b>policy</b> is in force as shown in <b>your schedule</b> .
<b>Buildings</b>	Any permanent structure, including <b>fixture and fittings</b> , within the grounds of <b>your home</b>
<b>Buildings sum insured</b>	The amount shown in <b>your underlying insurance</b> records including index linking as the amount sufficient to rebuild, including architects, surveyors and other professional fees and other related costs.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Contents</b>	Household goods, <b>fixtures and fittings</b> , <b>outdoor items</b> , <b>art and collections</b> , <b>valuables</b> , clothing and personal property that belongs to <b>you</b> and is at <b>your home</b> . <b>We</b> do not include <b>buildings</b> , <b>money</b> or any animals, plants, trees, hedges, land or water within this definition.
<b>Contents sum insured</b>	The amount shown in your <b>underlying insurance</b> records including index linking as being the replacement cost of the contents in <b>your home</b> .
<b>Employee</b>	Any person working directly for <b>you</b> employed under a contract of service or a volunteer working with the permission of and working under the control and direction <b>you</b> .
<b>Endorsement</b>	A change to the terms of the <b>policy</b> as shown in your <b>schedule</b> .
<b>Excess</b>	The first part of each claim which <b>you</b> must pay.
<b>Excessive use of utilities</b>	The amount of increase in the cost of <b>utilities</b> incurred by <b>you</b> during a stay by the <b>guest(s)</b> . <b>Excessive use of utilities</b> is calculated as an increase in the cost of at least 100% calculated using the amount due on the first and second utility bills following the <b>booking</b> , less the amount due of the utility bills for the same billing periods in the prior year.
<b>Fixture and Fittings</b>	The specified items below that are fixed to and form part of the structure of the <b>buildings</b> : <ul style="list-style-type: none"> <li>a. decorations including wall paper, murals and stencilling;</li> <li>b. fixed glass and sanitary ware;</li> <li>c. fitted kitchens;</li> <li>d. flooring, carpets, curtains and rails;</li> <li>e. built in wardrobes and cupboards;</li> <li>f. light fixtures, plugs and sockets.</li> </ul>
<b>Guest(s)</b>	A private individual(s) or family whom <b>you</b> have allowed to stay at <b>your home</b> , for a <b>booking</b> and any individuals who are in <b>your</b> property solely due to the presence of <b>guest(s)</b>

<b>Guest damage</b>	Damage to <b>buildings</b> and <b>contents</b> attributable to the actions or inactions of a <b>guest(s)</b> , caused by: <b>accidental damage;</b> <b>malicious damage;</b> <b>theft</b>
<b>Home</b>	The accommodation at a residential address provided by <b>you</b> to a <b>guest(s)</b> and for which <b>you</b> have <b>underlying insurance</b> .
<b>Identity fraud</b>	The act of knowingly transferring or using, without lawful authority, a means of identification of the <b>hosts</b> with the intent to commit, or to aid or abet another to commit, any unlawful activity.
<b>Incident</b>	An event that might lead to a claim
<b>Infestation</b>	The presence of an unusually large number of insects or animals in a place, typically so as to cause damage or disease
<b>Loss of income</b>	A situation where the <b>host</b> is unable to rent out their <b>home</b> due to <b>damage</b> caused by a <b>guest(s)</b> during a <b>booking</b> . Loss of income is calculated using the net daily rental rate payable to <b>you</b> for bookings which <b>you</b> have already accepted at the time <b>you</b> become aware of the damage to the <b>property</b> , up to a maximum of 90 days.
<b>Malicious Damage</b>	Damage caused by the deliberate action or actions of a <b>guest(s)</b> .
<b>Money</b>	Cash, bank and currency notes, credit cards, cheques, postal orders, travelers' cheques, money orders, crossed bankers drafts, current postage stamps, National Savings Stamps and Certificates, National Insurance Stamps, gift tokens, customer redemption vouchers, travel tickets and luncheon vouchers.
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your schedule</b> .
<b>Policy</b>	This insurance document and the <b>schedule</b> , including any <b>endorsements</b> .
<b>Pollution</b>	Any <b>pollution</b> or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Outdoor items</b>	Garden furniture, ornaments, statues and other similar items normally left outdoors
<b>Schedule</b>	The document which provides specific details of the insurance cover in force
<b>Theft</b>	<b>Theft</b> or attempted theft caused or enabled by actions or inactions of the <b>guest(s)</b> .
<b>Underlying insurance</b>	The annual household insurance policy that <b>you</b> have purchased which covers <b>your insurance buildings, contents</b> , and liability at law.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland
<b>Utilities</b>	TV service, internet service, water, electricity, telephone and gas
<b>Valuables</b>	Jewellery, gemstones, watches, furs and guns which belong to <b>you</b> and are kept in a locked safe inaccessible to <b>guest(s)</b> .
<b>Viruses</b>	A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
<b>We/us/our</b>	Guard Hog Limited who administer this policy on behalf of Royal & Sun Alliance Insurance plc
<b>You/your</b>	The person(s) named in the <b>schedule</b> and all permanent members of that person(s) household.

## **Section 1 – GUEST DAMAGE TO BUILDINGS AND CONTENTS**

All the Definitions, Policy Conditions, General Exclusions and Claims Conditions apply to this section. Some extra exclusions for this section are also shown below.

### **WHAT IS COVERED UNDER THIS SECTION**

We will insure the **buildings** and **contents** of **your home**, as shown on **your schedule**, occurring during the **period of insurance** and a **booking**, in respect of **guest damage** as follows.

#### **WHAT IS COVERED**

##### **1. Accidental Damage**

Sudden, unexpected and visible damage caused by a **guest(s)** which has not been caused on purpose

##### **2. Malicious Damage**

Damage caused by the deliberate action or actions of a **guest(s)**, including from parties and events.

##### **3. Theft**

**Theft** or attempted theft caused or enabled by actions or inactions of the **guest(s)**

#### **WHAT IS NOT COVERED**

- a. Parties and events
  - b. Mechanical, electrical or electronic fault or breakdown
  - c. The **excess** as shown in your **schedule**
- 
- a. The **excess** as shown in your **schedule**
- 
- a. due to unexplained loss or disappearance or inventory shortage
  - b. loss of keys to, any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers
  - c. The **excess** as shown in your **schedule**

#### **HOW MUCH WILL WE PAY**

**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**. Any payment **we** make will take into account any recoveries that **you** have obtained from a **guest(s)** or any third-party .

The most **we** will pay **you** in total under this section for the **period of insurance**, including defence costs, is shown in the **schedule**.

#### **How we settle claims for buildings**

1. We will pay for the cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, we will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

All **building** repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this **policy** are guaranteed for 12 months in respect of quality of workmanship. No allowance will be made for VAT when a cash settlement is made.

2. Where an **excess** applies, this will be taken off the amount of **your** claim.
3. If **your buildings** have not been kept in a good state of repair or if the **buildings sum insured** at the time of the loss or damage is less than the cost of rebuilding all your **buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost us to repair the damage to your **buildings** in the same way, size, style and appearance as when they were new, but not more than the **buildings sum insured** or any limits shown on your **schedule**.

We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to your **buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

**How we settle claims for contents**

1.
  - a. Where the damage can be economically repaired **we** will pay the cost of repair
  - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
  - c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
  - d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid our preferred supplier.
2. **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
3. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
4. Where an **excess** applies, this will be taken off the amount of your claim.
5. If loss or damage happens and the **contents sum insured** on **your schedule** is less than the cost of replacing all **your contents** as new, we will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
6. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the **contents sum insured** or any limits shown on **your schedule**.

**Art and collections and valuables**

**We** will repair or replace the item if this is possible, or pay **you** the market value based on the date the loss happened. If **we** repair a damaged item, **we** will also pay for any loss in value based on its current market value. It is **your** responsibility to prove the loss in value. If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the difference in value of the items before and after a loss. If **we** pay the full value for an item, pair or set, **we** will then have the right to take possession of it.

## Section 2 - YOUR LEGAL LIABILITY FOR BODILY INJURY TO THE GUEST(S)

All the Definitions, Policy Conditions, General Exclusions and Claims Conditions apply to this section. Some extra exclusions for this section are also shown below.

### WHAT IS COVERED UNDER THIS SECTION

We will cover **you** against any claim for compensation which **you** legally have to pay, as owner or occupier of the **home**, including common parts and communal areas for which you are liable, following an **incident** in or about **your home** which happens during the **period of insurance** and a **booking** and causes **bodily injury** to the **guest(s)**. We will also pay defence costs and expenses **we** agree to in advance to defend the claim.

### WHAT IS NOT COVERED

We do not cover:

1. **Your** liability for **bodily injury** to **you** or for injury to **your employees** arising from their work for **you**;
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your employees'** care,
3. **Your** liability arising out of:
  - a) revenue generating activities other than from **bookings** made to loan or let **your home**;
  - b) passing on any infectious disease or any virus, syndrome or illness;
  - c) any animal other than horses, cats or dogs which are not labelled as "specially controlled dogs" under the Dangerous Dogs Act 1991 or any similar or successor legislation;
4. **Your** liability for fines or penalties, or for damages intended to punish or make an example of **you**;
5. **your** liability for the cost of putting right any fault or alleged fault under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 or any similar or successor legislation.
6. **Bodily injury** to **you** or **your** immediate family
7. Any costs not agreed by **us** in writing
8. **Bodily injury** arising out of **Asbestos risks**
9. **Bodily injury** relating to swimming pools
10. **Bodily injury** arising out of **infestation** of pests
11. Liability claims covered by **your underlying insurance**

### HOW MUCH WILL WE PAY

The most **we** will pay for any one **incident**, claim or unrecovered court award is the amount shown on **your schedule**.

All claims arising from any one **incident** will be considered as one claim.

### **Section 3 - YOUR HOME-SHARING LIABILITIES**

All the Definitions, Policy Conditions, General Exclusions and Claims Conditions apply to this section. Some extra exclusions for this section are also shown below.

#### **WHAT IS COVERED UNDER THIS SECTION**

We will cover **you** against any claim for compensation which **you** legally have to pay, as owner or occupier of the **home**, including common parts and communal areas, for damages caused by a **guest(s)** during a **booking** to neighbouring third-party properties.

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 shown on **your schedule**.

All claims caused by one accident are agreed to be one claim.

#### **WHAT IS NOT COVERED**

We do not cover:

1. **Your** liability for **bodily injury**
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than physical damage to property for which **you** are legally liable to the owner as a tenant;
3. **your** liability arising out of:
  - a) revenue generating activities other than from **bookings** made to loan or let the **home**;
  - b) passing on any infectious disease or any virus, syndrome or illness;
  - c) the **guest(s)** ownership, possession or operation of:
    - i. any mechanically propelled vehicle other than domestic gardening equipment or wheelchairs;
    - ii. any aircraft other than permanently stationary and immobilised aircraft which has been designed and modified to be used primarily as a **home**;
    - iii. any watercraft other than permanently moored and immobilised watercraft which has been designed and modified to be used primarily as a **home**;
    - iv. any animal other than horses, cats or dogs which are not labelled as "specially controlled dogs" under the Dangerous Dogs Act 1991 or any similar or successor legislation;
    - v. any contract, unless **you** would have been legally liable if the contract had not existed;
    - vi. any power operated lift
    - vii. a caravan, whilst being towed
4. **your** liability arising from **pollution** or contamination of air, water or soil
5. **your** liability arising out of the provision of any goods or services;
6. **your** liability for fines or penalties, or for damages intended to punish or make an example of **you**;
7. **your** liability for the cost of putting right any fault or alleged fault under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 or any similar or successor legislation.
8. Liability claims covered by **your underlying insurance**

#### **HOW MUCH WILL WE PAY**

**You** must pay the **excess** shown in the **schedule** for each claim.

Any payment **we** make will take into account any recoveries that **you** have obtained from a **guest(s)** or any third-party.

The most **we** will pay **you** in total under this section for the **period of insurance**, including defence costs, is shown in the **schedule**.

## **Section 4 - ADDITIONAL COVERS**

All the Definitions, Policy Conditions, General Exclusions and Claims Conditions apply to this section. Some extra exclusions for this section are also shown below.

### **WHAT IS COVERED**

The maximum amount **we** will pay for each claim concerning the additional covers is shown below.

#### **1. Excessive use of utilities**

We will cover the additional expenses incurred when a **guest(s)** uses an **excessive amount of utilities** during the **booking at your home**. The most **we** will pay for all affected **utilities** combined is £1,000.

#### **2. Infestation**

We will cover the cost of fumigation services and professional cleaning resulting from an **infestation** at **your home** attributable to the **guest(s)** during a **booking**. The most **we** will pay per claim is £5,000. We do not cover activities associated with investigating an **infestation**.

#### **3. Identity Fraud**

We will cover **your** fees and expenses incurred as the direct result of **identity fraud** attributable to a **guest(s)**. The most **we** will pay per claim is £2,500.

#### **4. Loss of income**

We will cover **loss of income** incurred by **you** resulting from **your** inability to lend **your home** when **your home** becomes uninhabitable following **guest damage** occurring during the **booking**. The most **we** will pay for any one claim is £5,000

#### **5. Loss of keys**

If the **guest(s)** loses **your** keys to outside doors, windows, and alarms of **your home** during a **booking we** will pay the cost of changing the locks, keys and alarm fobs. The most **we** will pay for any one claim is £2,500.

#### **6. Landlord's buildings and fixture and fittings**

If **you** are not the legal owner of the **home**, **we** will insure **your** liability at law under the terms of **your** tenancy agreement in respect of **guest damage** to **your** landlord's **buildings** and **fixtures and fittings** which occurs during a **booking**.

#### **8. Alternative Accommodation**

If **your home** is **your** main residence and cannot be lived in because of **guest damage** occurring during the **booking**, **we** will also cover the reasonable costs for alternative accommodation. **We** will not pay alternative accommodation for more than six months.

## **POLICY CONDITIONS**

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

### **1. Taking care**

**You** must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

### **2. Premium payment**

**We** will not make any payment under this **policy** until **you** have paid the premium.

### **3. 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 **your policy** before **your guest(s)** arrive, or by 23:59pm on the day cover begins.

If **you** cancel this **policy** while **your home** is lent to a **guest(s)**, or if **you** inform **us** after a **booking** has been completed that **your guest(s)** did not stay, there will be no return of **your** premium.

**We** will not cancel **your policy** once it has begun, however **we** reserve the right to not offer cover up until the start date stated on **your schedule**.

### **4. Rights of third parties**

Nothing in this **policy** is intended to give any person, other than **you**, any 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.

### **5. Cover under multiple sections**

Where **you** are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

### **6. Underlying Insurance**

**You** must have an **underlying insurance** policy for **your home** in force during the **period of insurance**

### **7. The booking**

**You** must ensure that for each and every **booking you** cover the entire stay and cover must be put in place before the **guest(s)** arrives.

### **8. Equipment in your home**

**Your home** must be equipped with kitchen appliances, **fixtures and fittings**, curtains, carpets, beds and furniture essential for modern living

### **9. Fraud**

**We** will not pay any claim which is in any way fraudulent such as false or exaggerated. If **you**, any person insured under this policy, or anyone acting for **you** makes, or attempts to make a fraudulent claim, **we** will cancel **your** policy from the date of the fraudulent act, reject the claim and any subsequent claims and retain any premiums paid. **We** will notify **you** if we do this.

If **we** have to make any payments to a third party for any loss or damage **you** or **your guest(s)** have caused to them or their property, **we** have the right to recover those costs from **you**. Additionally, if **we** have made any payments to **you** in respect of the fraudulent claim **you** must repay that sum to **us**. However, these provisions will not affect any valid claim occurring before the fraudulent claim.

If dishonesty or exaggeration is used by **you**, **your** family or anyone acting on behalf of **you** or **your** family to obtain:

- a claims payment under **your policy**; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this **policy** will be lost, the **policy** may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

**We** may also notify the relevant authorities, so that they may consider criminal proceedings

### **10. Financial Sanctions**

**We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue. If any such resolution, sanction, law or regulation takes effect during the **period of insurance** we may cancel this **policy** immediately by giving **you** written notice at **your** last known address.

### **11. Other Conditions**

All other terms, provisions and conditions of this **policy** shall have full force and effect.

## **GENERAL EXCLUSIONS**

These exclusions apply to all the sections of your **policy**. This insurance does not cover:

### **Radioactive contamination**

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### **War risks**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

### **Sonic bangs**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

### **Pollution or contamination**

Any claim or expense of any kind directly or indirectly caused by or arising out of **pollution** or contamination unless caused by:

- a sudden unexpected **incident**, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of an intentional act, and which occurs during any **period of insurance**

All **pollution** or contamination which arises out of one **incident** shall be deemed to have occurred at the time such **incident** takes place.

### **Rot**

Any loss, damage, liability, cost or expense of any kind caused by **rot** whether or not this is caused directly or indirectly by any other cover included in this insurance.

### **Date change and computer viruses**

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer **viruses**.

Legal expenses, legal benefits and /or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer **viruses**;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

- Equipment includes computers and anything else insured by this **policy** which has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
- Microchips include integrated circuits and microcontrollers.
- Computer **viruses** include any program or software which prevents any operating system, computer program or software working properly or at all.

### **Existing and deliberate damage**

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **period of insurance** starts or caused deliberately by your family.

### **Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

### **Wear and tear**

Any loss, damage, liability cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

### **Defective construction or design**

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

## **CLAIMS CONDITIONS**

These are the claims conditions **you** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner you tell **us** the better. In some cases, there are other people **you** must contact first.

When an **incident** occurs which may result in a claim, **you** must also read the information on 'How to claim' on page 18.

**You** should also check the information on 'How **we** settle claims' under the section of **your policy** which covers the loss or damage, e.g. **contents, buildings**

### **Your obligations**

1. **We** will not make any payment under this **policy** unless **you**:

- a) Have tried to retain the deposit paid to **you**, or someone acting on **your** behalf by **your guest(s)**; and
- b) give **us** prompt notice of any **incident** which is likely to give rise to a claim under this **policy**;
- c) have confirmed the facts of the claim or threatened claim in writing to **us** as soon as you become aware of them with as much information as possible. **You** must also provide **us** with:
  - i. written evidence of **your** ownership or legal responsibility for the property; and
  - ii. all other proof of loss or information that **we** have requested

2. **You** must:

- a) make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if required to reduce any claim; and
- b) give **us** all assistance which we may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.
- c) Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** must be sent to **us** straight away without being answered. Unless **you** have **our** prior written agreement, **we** will not make any payment to **you** under this policy if, when dealing with a **guest(s)** or a third-party, **you** admit **you** are liable for what has happened or makes any offer, deal or payment.
- d) Not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them

3. To help **us** deal with your claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property;
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

4. **We** may take proceedings at **our** own expense but in **your** name to recover any sums paid under this **policy**.

5. **We** may need to get into a **building** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

6. **We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation and settlement of any claim by or the defence of any claim made against **you** for which **you** seek indemnification from this **policy**.

If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

7. Other insurance

If **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** proportionate share of any claim

## **HOW TO CLAIM**

**For Claims under sections 1, 2, 3 and 4, please contact:**

GUARDHOG, 1a May Road, Twickenham, London, TW2 6QW, Tel: 0207 199 3258

Email: [info@guardhog.com](mailto:info@guardhog.com)

### **What to do if you have a Complaint**

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim, we want to hear from **you** so that **we** can try to put things right:

### **Our promise to you**

We will:

- acknowledge **your** complaint promptly;
- investigate **your** complaint quickly and thoroughly;
- keep **you** informed of progress;
- do everything possible to resolve **your** complaint fairly;
- ensure **you** are clear on how to escalate **your** complaint, if necessary.

#### Step 1

If **your** complaint relates to **your policy** or to a claim then please contact:

GUARDHOG, 1a May Road, Twickenham, London, TW2 6QW

Tel: 0207 199 3258 Email: [info@guardhog.com](mailto:info@guardhog.com)

**We** aim to resolve **your** concerns on an informal basis, within three business days. Where **we** have been able to, **we** will send you a letter confirming this. **We** will also explain how **you** may be able to refer the matter to the Financial Ombudsman Service if **you** subsequently decide that **you** are unhappy with the outcome.

#### Step 2

In the unlikely event that **we** are unable to resolve **your** concerns through our informal complaints process, the matter will be passed to **our** Customer Relations Team here at GUARDHOG. Once **our** Customer Relations Team has reviewed **your** complaint they will send **you** a final decision in writing within 8 weeks of the date **your** complaint was received.

GUARDHOG Complaints team contact details are as follows:

Post: GUARDHOG, Customer Relation Team, 1a May Road Twickenham, TW2 6QW

Email: [complaints@guardhog.com](mailto:complaints@guardhog.com)

### **If you are still unhappy**

If **you** are still unhappy after the customer relations team's review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have 6 months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

If **you** have purchased the insurance **policy** online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the **United Kingdom** this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than is described above.

### **How we use your Information**

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and 'health' or 'criminal offences'.

We will process your personal data to allow us to provide you with our services in quoting for, arranging and administering your insurances. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal

data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing [info@guardhog.com](mailto:info@guardhog.com).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm, Insurance Tailors Limited, or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Privacy Representative by emailing [info@guardhog.com](mailto:info@guardhog.com), by writing to GUARDHOG, 1a May Road, Twickenham, TW2 6QW or by telephoning 02071996610. How we process your personal data is detailed further within our Privacy Policy (<https://guardhog.com/privacy-policy/>).

Royal & Sun Alliance Insurance plc (No. 93792).

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