

**GUARDHOG**

# Terms of Business

Valid Jan 2020 – Jan 2021



## GUARDHOG – Terms of Business

### INTRODUCTION

GUARDHOG is a trading name of Guard Hog Ltd. Guard Hog Ltd is an independent intermediary authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 768441. Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

### ACCEPTING THESE TERMS OF BUSINESS

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data' will be used, and the section headed 'Credit checks'.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

### PRODUCTS & SERVICE OFFERED

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

We will usually act on your behalf when arranging your insurances, when helping you make changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

We are not under any contractual obligation but we only select HOSTCOVER, STUFFCOVER, STORAGECOVER, TASKCOVER and HOSTCOVER PRO products from a limited number of insurers, rather than on the basis of a fair and personal analysis of the market. Our list of insurers are: Royal & Sun Alliance Insurance Plc and UK General Insurance Limited on behalf of Great Lakes Insurance SE.

These products meet the demands and needs of those customers who wish to obtain protection in the event of loss or damage suffered as a result of sharing activity as categorised by the policy wording. For example, whilst hosting a guest in the insured's main home or in the insured's secondary/additional/rental property.

We are not under any contractual obligation but we only select HOMECOVER and Home Insurance products from a limited number of insurers, rather than on the basis of a fair analysis of the market. Our list of insurers are: UK General Insurance Limited on behalf of Great Lakes SE, Plum Underwriting Ltd and Nationwide Broker Services Limited on behalf of Hiscox Insurance Company Limited.

These products meet the demands and needs of those customers who wish to obtain protection for their main home, second/holiday home or rental property which allows home sharing activity.

### INSURER SOLVENCY

We will not in any circumstance guarantee the solvency of any insurer. You may be liable to pay a premium, whether full or pro rata, under a policy even where the insurer has become insolvent.

### PREMIUMS, FEES & PAYMENT

We collect premiums and handle premium refunds as the agent of the insurer. This means that once you have paid the premium to us it is treated as having been paid to the insurer, and that any premium refund is held by us on behalf of the insurer until paid to you. We normally receive commission from insurers. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. In certain arrangements we reserve the right to charge a fee. You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.



We make the following charges for administering your insurance	
Arranging your new HOSTCOVER/HOSTCOVER PRO policy (bookings per day)	£1.00 per booking
Arranging your new HOSTCOVER/HOSTCOVER PRO policy (bookings per calendar month)	£2.00 per calendar month
Arranging your new HOSTCOVER/HOSTCOVER PRO policy (bookings per year)	£12.00 per annum
Arranging your HOMECOVER policy	£0.50 per month
Renewing your HOSTCOVER/HOSTCOVER PRO policy (per year)	£12.00
Renewing your HOMECOVER policy	£0.50 per month
Cancelling your policy with us (if your policy duration is greater than 30days)	£25.00

In the case of HOSTCOVER the premium per night may vary for each stay depending on a number of variables (including the length and date of the stay). The quote we provide to you for any property will include the range within which the premium per night will fall, as well as the most you will pay for 1 night of cover. By proceeding with cover, you confirm that you accept this approach and that the cost of insurance per night may vary.

## DOCUMENTATION

Our aim is to provide your policy documentation in a timely manner confirming the basis of the cover and giving details of the insurer(s). You should examine any insurance documents we send to you very carefully to ensure they meet your requirements. If you believe they are incorrect, please advise us immediately. Notification of mid-term changes to your policy will be provided in good time, prior to the change taking effect.

## MAKING A CLAIM

We are here to help and to act your behalf. We will guide you through what can often be a difficult and stressful time and help make certain the insurer provides the responsive service you are entitled to expect. In the event of an incident which may give rise to a claim, please notify us immediately using the contact details in your documentation. As part of our service, we will monitor the progress of your claim, and provide appropriate guidance.

## POLICY RENEWALS

If you instruct GuardHog to put in place a HOMECOVER policy or a home insurance policy through Plum Underwriting, in good time prior to the anniversary of the policy's start date we will advise you on what terms a policy for a further period will be offered by the insurer of the current policy, or notify you that the current insurer is not inviting the renewal. Where terms are offered by your current insurers, we will provide details of any changes to the terms of the policy, an explanation of those changes where necessary and any further information prescribed by our regulator.

Your agreement to this section provides us with your authority and represents your prior request for us to renew your policy. You have the option to revoke this authority by advising us in writing that no cover may be renewed, or alternative cover arranged without your specific instruction.

GuardHog policies of a specific/non-annual duration (i.e. "on-demand" as opposed to annual policies) will not be renewed automatically and will only provide cover for the time period stated in the policy schedule. You have the option to authorise GuardHog to put insurance cover in place automatically for specific durations according to and subject to your acceptance of the terms of our AutoHog Agreement.

## YOUR RESPONSIBILITIES

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a policy.



## USE OF PERSONAL DATA

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, Guard Hog 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, Unit 2 Nine Mile Water, Stockbridge, Hampshire, SO24 8DR or by telephoning 02071996610. How we process your personal data is detailed further within our Privacy Policy (<https://guardhog.com/privacy-policy/>).

## POLICY CANCELLATION

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you at any time. Your instructions must be given in writing, by phone or email and will take effect from the date of receipt and where requested any relevant certificate of insurance must be returned to us or to the insurer concerned.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the agreement to cancel a policy and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

In the event of cancellation, the terms of your policy may allow insurers to retain the premium in full. You have the right to a cooling off period if your policy has a duration greater than one calendar month. If this is applicable, we will return your premium less a proportionate charge for the period of cover and less any fee or insurer administration charge.

Charges for our services will apply in accordance with the "Premium, Fees & payment" section above.

## FINANCIAL SERVICE COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
  - compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and
  - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

## EMAIL

In most circumstances we may agree to correspond with you by e-mail. By providing your e-mail address you are consenting to us communicating with you via e-mail. If you e-mail a request to arrange insurance cover or to amend any details under an existing policy, cover will not be in force until your request has been accepted by the insurer and we have confirmed this. You must take reasonable steps to ensure that messages are complete and accurate and are secure against being altered in course of transmission and are free of



harmful viruses. Please be aware that e-mail cannot be deemed a completely secure means of transmission of information. In agreeing to corresponding with us by e-mail you are signifying your consent to us transmitting information to you by e-mail.

## COMPLAINTS

If you wish to make a complaint you may do so by contacting any member of our staff by whatever means is convenient to you. We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

By post - GuardHog, Unit 2 Nine Mile Water, Stockbridge, Hampshire, SO24 8DR  
By phone - 020 71996610  
By email - [andrew@guardhog.com](mailto:andrew@guardhog.com)

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service. See [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk) for details.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

## CREDIT CHECKS

We and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

## CONFLICT OF INTERESTS

Occasions can arise where we, or one of our associated companies may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

## NOTES/THE LAW

The headings in these terms of business are for convenience only and shall not affect their interpretation. These terms of business shall be governed by and construed in accordance with English law. If any of the provisions of these terms of business are held to be invalid or unenforceable in the whole or in part the validity of the other provisions of these Terms of Business but they may be varied by us in writing from time to time.

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