



GUARDHOG

For: Guest Ready

**Financial Loss Policy Wording
Policy Document**

RSA 

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WORDS WITH SPECIAL MEANINGS

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.

Accidental Damage	Sudden, unexpected and visible damage caused by a guest(s) which has not been caused on purpose.
Art and Collections	Art, antiques and collectables which belong to the host . We do not include valuables within this definition.
Booking	A finalised stay by a guest(s) at a home organised by you and through your platform(s) .
Buildings	Any permanent structure, including fixture and fittings, within the grounds of a home .
Buildings sum insured	The amount shown in the host's insurance records including index linking as the amount sufficient to rebuild, including architects, surveyors and other professional fees and other related costs.
Contents	Household goods, art and collections , valuables , carpets, curtains and rails, clothing and personal property that belongs to a host at a home . We do not include money or any animals, plants, trees, hedges or buildings within this definition.
Contents sum insured	The amount shown in the host's insurance records including index linking as being the replacement cost of the contents in the home for which the host is responsible.
Deliberate damage	An action(s) or inaction(s) of a guest(s) , which leads to loss of or damage to buildings or contents , which the guest(s) is aware will cause damage and has been done on purpose.
Excess	The first part of each claim which you must pay.
Guest(s)	Fully-registered private individual(s) or family, as well as any individuals who are at the home during a booking solely due to the presence of said guest(s) .
Guest damage	Damage to buildings and contents attributable to the actions or inactions of a guest(s) , caused by accidental damage , deliberate damage , malicious damage , theft .
Home	The accommodation at a residential address, within the territorial limits , provided by a host to a guest(s) as listed on your platform(s) , and for which the host has underlying insurance .
Host	Eligible members accepted by you who create an approved listing of their home on your platform(s) .
Loss	Expenditure, by reason of a payment or payments, necessarily incurred by you arising from a booking under a membership agreement .
Loss of income	A situation where a host is unable to share their home due to guest damage caused during a booking .
Malicious Damage	Criminal damage caused by the deliberate action(s) or inaction(s) of a guest(s) . Unauthorised parties and events, any criminal activity in the home , or any activity which is against the law, constitutes malicious damage .
Membership agreement	The terms and conditions you agree with a host and guest(s) as part of their membership fee.
Money	Cash, bank and currency notes, cheques, credit cards, 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.
Period of insurance	The time for which this policy is in force as shown on the schedule.
Platform	The online platform accessed via your website (www.company.com) or your mobile application
Policy	This insurance document and the schedule, including any endorsements.
Review(s)	Public online reviews written by previous host(s) on the guest(s) platform profile.
Schedule	The document which provides specific details of the insurance cover in force
Territorial limits	On the day a booking begins, anywhere in the world other than any country or any area within a country which the United Kingdom Foreign and Commonwealth Office advises against: a. all travel to, or b. all but essential travel to.
Theft	Theft or attempted theft caused or enabled by action(s) or inaction(s) of the guest(s) .
Underlying insurance	The annual insurance policy covering buildings that the host has purchased which covers the host's property and public liability insurance.

Valuables	Jewellery, gemstones, watches, furs and guns kept in a locked safe inaccessible to guest(s) .
We/us/our	Guard Hog Limited who administer this policy on behalf of Royal & Sun Alliance Insurance plc
You/your	The company named as the Policy Holder in the Schedule

THE INSURANCE CONTRACT

This **policy** is a legal contract between **you** and **us**. **We** have no direct or indirect liability to any of the **hosts** or **guest(s)** who seek a guarantee from **you** as part of their use of **your** services. 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 wording;
- **our** liability will not exceed the limits shown on **your** 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**.

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.

Law Applicable

Unless some other law is agreed in writing, this **policy** will be governed by the laws of England and Wales.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this **policy** will only take place in the courts England and Wales.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **you** tell **us** about an incident (such as **theft**) which may or may not give rise to a claim, **we** will pass information relating to it to the register.

You can ask us for more information about this.

COMPLAINTS PROCEDURE

We aim to provide **you** with a highly professional level of service. **We** do recognise that on occasion things can go wrong. **We** do value **your** feedback and to ensure that **we** consistently provide the level of professional service **you** expect **we** will continually record and review **your** comments.

If **you** wish to make a formal complaint please address **your** concerns to the RSA Customer Relations Team at:
Post: RSA, Customer Relations Team, P O Box 255, Wymondham, NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If after making a complaint to RSA **you** are dissatisfied with **our** "Final response" (or if **your** complaint remains unresolved after 8 weeks of initially telling **us**) **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS) at:
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The FOS may review **your** complaint subject to certain eligibility criteria

Further details of the FOS can be obtained from: www.financial-ombudsman.org.uk

Whilst **we** are bound by the decision of the FOS **you** are not. Following the Complaints procedure does not affect **your** right to take legal action.

Compensation Scheme

The providers of this insurance as defined in this **policy** are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **you** may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim **you** are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance **you** are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. **You** can visit the website at <https://www.fscs.org.uk/contact-us/> or write to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU
0800 678 1100

SCHEDULE**INSURANCE DETAILS**

Policy number:

RKL180285

Insurer:

RSAI plc, St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

Policy holder:

Guest Ready Limited, 48 Charlotte Street, London, W1T 2NS

Cover date:

The dates shown for all **bookings** as specified in your records

Period of insurance

From 22 July 2019

To 21 July 2020

SUMS INSUREDMaximum sum insured limit per **booking**
per **home****Buildings**Subject to a maximum **buildings sum insured** of £1,000,000 for any one **home**.**Contents**Subject to a maximum **contents sum insured** of £100,000 in any **home**Subject to the total not exceeding the Legal liability limit of indemnity per **home**Legal liability limit of indemnity per
home:

£1,000,000

Minimum claim threshold per claim

£2,750

Excess for each and every **loss**:

£250

PREMIUM DETAILS

Premium

- i. For non-airbnb: 0.4% of the **booking** amount paid by the **guest(s)**
- ii. For Airbnb: 0.2% of the **booking** amount paid by the **guest(s)**

per **booking** per **home** in accordance with the declaration of **bookings** submitted monthly by **you** to **us** inclusive of insurance premium tax at 12**CONTACT NUMBERS**

Claims

0207 199 6610

Enquiries

0207 199 6610

THE INSURANCE COVER

We will indemnify **you**, after deduction of the **excess**, against **loss** from the following causes that **you** incur during the **period of insurance**.

WHAT IS INSURED

1. Guest damage

Guest damage to the **host's buildings** and **contents** during a **booking**

2. Alternative accommodation

Following **guest damage**, if the **host's home** is rendered uninhabitable, **we** will cover **host's** suitable and equivalent alternative accommodation costs.

3 Legal liability

The legal liability of the **host** as occupier and owner of the **buildings** and its land;

to pay damages and costs to others which arise from any single event occurring during a **booking** which results in:

- (a) Bodily injury liability: Accidental death, disease, illness or accidental physical injury to a **guest(s)**;
- (b) Home-share liability: Damages caused by a **guest(s)** to adjacent third-party properties.

The most **we** will pay is the limit of indemnity per **home** shown on **your** schedule, plus defence costs agreed by **us** in writing.

4. Loss of keys

Following a **guest(s)** losing a **host's home** keys to outside doors, windows, and alarms 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 £1,000.

WHAT IS NOT INSURED

1. Guest damage

- a. The **excess**
- b. Alternative accommodation for the **guest(s)**
- c. Any resulting loss of use of the **home** by a **guest(s)**
- d. A **booking** of one (1) night only;
- e. **Theft** which has not been reported to the police within forty-eight (48) hours upon discovery of the loss or claims without a crime number.

2. Alternative accommodation

- a. Alternative accommodation for the guest(s).
- b. Alternative accommodation for more than six months

3. Legal liability

- (a) anything owned by or the legal responsibility of the **host**; or
- (b) injury, death, disease or illness to the **host** or the **host's** representative; or
- (a) liability arising from any employment, trade, profession or business of the **host** other than as occupier or owner of the **home**; or
- (b) liability arising from the **host** passing on any disease or virus; or
- (c) liability arising from the ownership or use of any motor vehicle, whether licensed for road use or not; or
- (d) liability accepted by the **host** under any agreement, unless the liability would exist without the agreement;
- (e) liability covered by any other contract.

4. Loss of keys

- i. keys held in lockboxes
- ii. **theft** which has not been reported to the police immediately upon discovery of the loss or a theft claim without a crime number;

Any payment **we** make will take into account any recoveries that **you** have obtained from any third-party.

CLAIMS CONDITIONS

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

What **you** must do:

1. Claims Notification

- (a) **You** shall give written notice to **us** as soon as possible but in any event no later than 45 days after the end of the **booking** of any claim or loss or occurrence, or circumstances that may give rise to a claim or loss or occurrence for which there may be liability under this **policy**
- (b) Such written notice, including full particulars of any such claim or loss or occurrence or circumstance, shall be given to GUARDHOG; Email: claims@guardhog.com Tel: 0207 199 6610
- (c) Upon receipt, **you** shall provide to **us** as soon as reasonably possible any loss adjuster reports and/or other communications in respect of any claim or loss or occurrence, or circumstance that may give rise to a claim or loss or occurrence, for which there may be liability under this **policy**

2. Your duties

- (a) Each and any claim submitted must have been handled by the approved loss adjuster:
- (b) Cover must be evidenced by the **host's** membership agreement
- (c) In relation to **guest damage you** must request the **guest(s)** to pay compensation for the damage caused by them, which should be deducted from the cost of the claim
- (d) For claims involving **theft** or **malicious damage** the **host** must have informed the police as soon as reasonably possible after the event and **you** must evidence that in **your** claim with a crime reference number or report

HOW WE SETTLE CLAIMS

Buildings and contents

The most **we** will indemnify **you** will be based on the **underlying insurance** up to limit of indemnity shown on **your** Schedule, whichever is the lesser. **We** will not pay more than this amount for the total cost of rebuilding, repair or replacement and other costs combined. **We** will only do this if **you** provide **us** with satisfactory evidence of the applicable limit of the **underlying insurance**.

Buildings

Rebuilding and repair

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new.

Other costs

We will pay the following necessary and reasonable costs and expenses incurred in rebuilding or repairing following **guest damage** insured by this section:

- (a) the cost of removing debris of the **buildings** from the premises or the area immediately adjacent;
- (b) the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- (c) the cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **guest damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time;
- (d) the fees of architects, surveyors or consulting engineers;
- (e) adjusters fees and expenses from the agreed adjustors in handling the claim

We will not pay for the cost of preparing a claim.

Claims will be settled in GBP (£) Sterling by **us** based on **your loss** settled in GBP (£) Sterling and in the event of any dispute over exchange rates **we** will use the rate shown on OANDA.com on the date of payment of each invoice.

If the **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 the **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.

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.

Contents

At **our** option **we** will:

pay the cost of replacement or repair of, or
make a cash settlement for lost or damaged **contents** after making an allowance for depreciation.

For carpets which are only damaged in one clearly defined area **we** will only pay for the cost of replacing that area.

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

We will pay for the approved adjusters fees and expenses in handling the claim.

We will not pay for the cost of replacing or repairing any undamaged **contents** or part(s) of the **buildings**. **We** will not pay for the cost of replacing or repairing any undamaged items which form part of a pair, set, suite or part of a common design.

POLICY CONDITIONS

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

1. Eligible hosts

The host, guest(s) and booking information listed in Appendix 1 must be supplied to GUARDHOG on a monthly basis.

2. Presentation of the risk

In agreeing to indemnify **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** know or ought to know following a reasonable search.

2. Misrepresentation

Before this **policy** was entered into if **you** have breached your duty to make a fair presentation of the risk to **us** before this **policy** was entered into, then:

- (a) where the breach was deliberate or reckless, **we** may avoid this **policy** and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i. **we** would not have agreed to provide cover under this **policy** on any terms, **we** may void this **policy** and refuse all claims, but will return any premiums paid;
 - ii. **we** would have agreed to provide cover under this **policy** but on different terms (other than premium terms), **we** may require that this **policy** includes such different terms with effect from its commencement; and/or
 - iii. **we** would have agreed to provide cover under this **policy** but would have charged a higher premium, **our** liability for any loss shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

3. Changes of circumstances

You must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance).

3. Premium payment

It is a condition precedent to **our** liability to make any payment under this **policy** that **you** pay the premium and **we** will not make any payment whatsoever under the **policy** until **you** have paid the premium.

4. Cancellation

You can cancel the policy within the first 14 days of the **period of insurance**. **You** may cancel this **policy** after an initial period of 12 months, if **you** give **us** 90 days' written notice to expire on or after the end of the initial period. If **we** have not received a premium instalment 14 days after the due date each month, **we** may cancel the **policy** if **we** notify **you** in writing that **we** have not received a premium instalment and **we** do not receive payment within 7 days of that notice.

We will confirm the cancellation and amended **period of insurance** to **you** in writing. **We** may cancel the **policy** after an initial period of 12 months, if **we** give **you** 90 days' written notice to expire on or after the end of the initial period. If the **policy** is cancelled, **we** will give **you** a pro rata refund of the premium for the remaining portion of any period for which **you** have already paid.

5. Changes to policy terms and premium

We may at **our** discretion amend the premium or terms of the **policy**. If **you** are unhappy with **our** proposed amendments, **you** will have the option to decline to continue with the **policy** from the date of the proposed change. **We** will give **you** at least 90 days' notice of any changes. If, following notification of a proposed change to the premium or terms of the **policy**, **you** decide not to continue the **policy**, **we** will give **you** a pro rata refund of the premium for the remaining portion of any period for which **you** have already paid.

6. Transferring **your** interest in the **policy**

You may not transfer **your** interest in this **policy** to anyone else without **our** written consent.

7. 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.

Other insurance

If **you** claim under this **policy** for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay our share of any claim.

POLICY EXCLUSIONS

These exclusions apply to all the sections of **your policy**.

The indemnity provided under this insurance does not cover:

(a) Existing damage

We will not pay for loss or damage which occurred before the **home** was the subject of the most recent **booking**.

(b) Radioactive contamination

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by:

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

(c) War risks

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

(d) Sonic bangs

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

(e) Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination.

(f) 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.

(g) 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;
- 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;
- 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.

(h) 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.

(i) Wear & tear

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

(j) 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.

(k) Illegal activities

Any direct or indirect loss or damage caused as a result of the buildings being used by the host for illegal activities.

(l) 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.

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 there has been fraudulent activity to secure cover or benefits under this **policy** or secure cover at a lower price, this will result in **your** contract of insurance being voided (as if the **policy** never existed), all claims under **your policy** being refused and all premiums that **you** have paid being retained.

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

(m) Financial Sanctions

We will not provide any coverage or be liable to provide any indemnity or payment or other benefit under this **policy** which:

- would breach economic, financial or trade sanctions imposed under the law of the country in which this policy is issued or would otherwise provide cover; or
- would breach economic, financial or trade sanctions imposed by Canada, the European Union, United Kingdom or the United States of America.

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

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Calls may be recorded and monitored.

Appendix 1**Host information**

Full name

Email

Phone number

Home address

Home postcode

Guest information

Full name

Email

Phone number

Home address

Home postcode

Country of residence

Booking Information

Booking number

Booking address

Booking postcode

Booking confirmation date

Check in date

Check out date

Length of stay

Number of guests

