

# HOSTCOVER

For: "Airbnb style rentals"

Policy Wording

## Welcome to **GUARDHOG**

It's not uncommon for your home insurer to exclude claims as a result of your home being occupied by a paying guest. **GUARDHOG**, in conjunction with Hiscox, have designed this policy together to protect you, your home, and your personal possessions when you have paying guests to stay; giving you the peace of mind to leave your home in the hands of a stranger.

We hope that the language and layout are clear because we want you to understand the insurance provided by your insurer, Hiscox Insurance Company Ltd, as well as the responsibilities you and Hiscox have to each other. Please read this document, including the schedule, and let us know, as soon as possible, if any of the details are shown incorrectly. Please note that some of the words used in this insurance are shown in bold type. These words are defined at the back of your policy.

If you have any questions you can email us any time at [info@guardhog.com](mailto:info@guardhog.com) or call us on 02017 199 3258.

We would like to wish you the very best sharing,

Humphrey and Andrew

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## General terms

### To benefit from this insurance

In order to have the benefit of this insurance **you** must have a valid **underlying domestic household policy** in place.

**We** will ask **you** to:

1. first try to claim on **your underlying domestic household policy**.
2. provide **us** with written evidence that the insurers of **your underlying domestic household policy** have declined **your** claim solely due to **your home** being lent to a **paying guest**.
3. insure **your home** for the entire duration of the **paying guests** stay.

### 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 loss 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 home** is lent to a **paying guest**.

If **you** cancel this **policy** while **your home** is let to a **paying guest** 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 either under **your home insurance policy** or this **policy**.
2. Please provide **us** with written evidence that **your home** insurer has declined **your** claim because of a **paying guest** staying at **your home**.
3. Please do not admit responsibility or make an offer of payment without talking to **us** first.
4. If **you** have any correspondence regarding a claim please send it to **us** as soon as you can.
5. To help **us** settle your claim **we** will require **you** to prove that **your** loss has happened. Please give **us** all the co-operation **we** need to investigate **your** claim, including evidence of the value of the items involved in a claim as well as any other relevant information and documents **we** may reasonably require.
6. If **you** are being held responsible for causing an injury or damage to property, **we** may take over and deal with the defence or settlement of any claim in **your** name.
7. **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 **your underlying domestic household policy** or 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. directly or indirectly caused by any nuclear reaction, nuclear radiation or radioactive contamination;
4. due to war or civil war;
5. due to the deliberate actions of any government or public or local authority;
6. directly or indirectly caused by a computer virus.

**We** do not cover loss or damage while **your home** is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.

## Your home and personal possessions

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.

### The cover

While **your home** is lent to a **paying guest** we will insure the property shown in **your schedule** and **your personal possessions** against physical loss or physical damage which happens during the **period of insurance** at the address shown in **your schedule** and directly caused by any of the following circumstance.

#### What is insured

1.
  - a. Fire, lightning, explosion or earthquake
  - b. Storm or flood
  - c. Weight of snow
  - d. Escape of water from and frost damage to fixed water tanks, apparatus and pipes
  - e. Leakage of oil from any fixed domestic heating installation
  - f. Smoke
  - g. Theft or attempted theft
  - h. Collision or impact involving:
    - i) vehicles, aircraft or anything dropped from them;
    - ii) animals;
    - iii) falling trees, branches, telegraph poles, pylons or lamp-posts;
    - iv) asteroid.
  - i. An act of terrorism
  - j. Riot, violent disorder, civil commotion and labour disturbance
  - k. Vandalism and acts of malicious persons
  - l. Electrical power surge
  - m. Accidental damage which is sudden, unexpected and visible damage which has not been caused on purpose

#### 2. Glass and sanitary ware

Accidental breakage of fixed glass (including the cost of removing and replacing double glazing frames), solar panels, fixed sanitary ware and ceramic hobs, all forming part of the **buildings** or tenant's improvements for which **you** are legally responsible as tenant, provided it happens during the **period of insurance**. **We** will also cover accidental breakage of mirror, glass tops to furniture and fixed glass in furniture.

#### 3. Underground pipes and cables

Accidental damage occurring during the **period of insurance** to domestic fuel oil pipes, underground service pipes and cables, sewers and drains for which **you** are legally responsible.

#### 4. Alternative accommodation

#### What is not insured

The following extra exclusions apply to the relevant cover:

- b. Loss or damage to gates, hedges and fences.
- c. Loss or damage to domestic outbuildings not of standard construction, gates, hedges and fences.
- d. Loss or damage:
  - i) to swimming pools
  - ii) caused by **subsidence, heave or landslip**.
 Loss or damage arising from gradually operating causes.
- Jewellery and watches and money**, unless kept in a locked safe in a locked room inaccessible to **paying guests**.
  - iii) Loss or damage caused by lopping, topping or felling on **your** own property or loss or damage to gates, hedges and fences.
- f. Loss or damage directly or indirectly arising from:
  - i) Biological or chemical contamination; or
  - ii) any failure in the supply of gas, water, electricity or phone services to **your home**.
- l. Loss or damage caused by wear and tear or use contrary to the manufacturer's recommendation.

4. **We** will not pay alternative accommodation for more than the period shown in **your underlying domestic household policy** or two years, whichever the lesser.

If **your** home cannot be lived in because of damage **we** have agreed to pay **we** will also cover the reasonable costs for alternative accommodation and any ground rent that **you** have paid or are obligated to pay.

5. Rent

**We** will pay the rent **you** have to pay as a tenant if **your** home cannot be lived in because of physical damage **we** have agreed to pay.

6. Loss of keys

If **your** paying guest loses the keys to outside doors, windows, safes and alarms of **your** home during the period of insurance **we** will pay the cost of changing the locks.

7. Garden

**We** will pay for the reasonable and necessary cost **you** incur to restore **your** garden if it is damaged during the period of insurance.

5. **We** will not pay for loss or rent if **we** pay **you** for alternative accommodation as a result of the same loss.

## Your home and personal possessions

### Additional covers

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

### Accidental damage

The property shown in **your schedule** is insured against accidental physical loss or physical damage which happens during the **period of insurance**.

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

1. to contact or corneal lenses;
2. caused by **subsidence, heave or landslip**; normal settlement or shrinkage
3. mechanical and/or electrical fault or breakdown;
4. inherent defect; corrosion; moth or vermin; aridity; humidity, exposure to light or extremes of temperature;
5. alteration; extension; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.

### Tracing a leak

**We** will pay the costs incurred to find and access the point of escape of a:

1. domestic heating fuel leak within **your home** or a water leak from **your** permanent plumbing or heating system which is likely to cause damage to the building or **your personal possessions**;
2. water leak from the underground service pipes serving your home for which **you** are legally responsible outside of the home but at the address shown in **your schedule**.

**We** will also pay the cost to make good any damage caused by the above work. The leak must happen during the **period of insurance**.

### Metered water and heating oil

**We** will insure **you** against the accidental loss of metered water or domestic heating fuel from **your** fixed heating fuel tank, apparatus or pipes which occurs during the **period of insurance**.

### Tenant's Improvements

**We** will insure the fixture and fittings and interior decorations which are fixed to and form part of the structure of **your home** against physical loss or physical damage we have agreed to pay which happens during the **period of insurance**. This cover applies where **you** do not own or are not responsible for insuring the **buildings of your home**.

### Landlord's buildings and fixture and fittings

**We** will insure the landlord's buildings and fixtures and fittings against physical loss or physical damage **we** have agreed to pay for which happens during the **period of insurance**. This cover only applies if the loss or damage has affected the home.

### How we settle your claim

**We** will ask you to provide written evidence that **your home** insurer, or the insurer of the building and its fixtures and fittings if **you** are a tenant of the building, has declined **your** claim solely due to **your** home being used by a paying guest. We will pay **you** the lesser of:

1. the sums insured under **your home** or **your** landlords insurance policy, or
2. 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.

**Buildings**

For **your buildings**, **we** will pay the cost of repairing or reinstating the damaged **buildings** including the fees, costs and expenses agreed by **us**, which are necessarily incurred in the repair or reinstatement of the damaged **buildings**.

**Personal possessions**

For **your contents**, **we** will decide whether to repair or replace the item or pay you the replacement cost. **We** will not deduct anything for wear and tear.

For **your art and collections** and **jewellery and watches**, **we** will repair or replace the item if this is possible, or pay **you** the market value 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.



## 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

**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, following an accident in or about **your home** which happens during the **period of insurance** and causes bodily injury or physical damage to property. **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 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:
  - i) revenue generating activities other than from bookings made to loan or let **your** home;
  - 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 other than permanently stationary and immobilised aircraft which has been designed and modified to be used primarily as a home;
  - vi) any watercraft other than permanently moored and immobilised watercraft which has been designed and modified to be used primarily as a home;
  - vii) 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;
  - viii) any contract, unless **you** would have been legally liable if the contract had not existed;
4. **your** liability from pollution or contamination of air, water or soil unless this was caused by an accident in the United Kingdom during the **period of insurance**, and:
  - i) **you** tell **us** about the accident as soon as possible but no later than 60 days after the end of the **period of insurance**; and
  - ii) **you** prove that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutant or contaminant.

**We** will treat all pollution or contamination which arises out of one accident as having happened at the time the accident took place. The most **we** will pay in total for all such pollution and contamination claims covered in the **period of insurance** is the amount insured, including costs and expenses;

5. **your** liability arising out of the provision of any goods or services;
6. claims arising out of **you** or **your** employees doing anything for or to a third party;
7. the liability of anyone whose main home is in the United States of America or Canada;
8. **your** liability for fines or penalties, or for damages intended to punish or make an example of **you**;
9. **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.

## 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.

**Buildings:** Any permanent structure, including items that are fixed to and form part of such structure, fixed fuel tanks, underground service pipes, cables, drains and sewers, within the grounds of **your home** at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

**Contents:** Household goods, clothing and personal property, all of which belong to **you** or for which **you** are legally responsible. **We** do not include **money**, bank cards, gold or **jewellery and watches** within **contents**.

**Paying guest:** A private individual(s) or family whom **you** have allowed to stay at **your home** for an agreed period of time and with whom **you** have an agreed rental contract.

**Heave:** The upward movement of the ground beneath the buildings as a result of the expansion or swelling of the subsoil.

**Home:** The private residence at the address shown in **your schedule**.

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

**Landslip:** Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

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

**Normal settlement:** The downward movement of the ground beneath the **buildings** as a result of the soil being compressed by the weight of the **buildings**.

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

**Personal possessions:** **Art and collections, contents, money, jewellery and watches** all of which belong to **you** or for which **you** are legally responsible.

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

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

**Subsidence:** The downward movement of the ground beneath the **buildings** other than by **normal settlement**.

**Underlying domestic household policy:** The domestic household policy that **you** have purchased which covers **your** property and **policy** public liability on an annual basis.

### **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) household, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

## Important note

By accepting this **policy**, **you** agree that any data provided by **you** in this form or otherwise in connection with **your** proposal or resulting insurance may be used exclusively by Hiscox Insurance Company Limited, its group companies and/or their brokers or third party service providers (collectively referred to as "Data Recipients") in performing their obligations to **you** and providing **you** with ancillary services, ("The Purposes"). The Purposes include, but are not limited to: analysing **your** particular insurance needs; providing insurance estimate(s) or quotations(s) and / or arranging insurance cover; handling and investigating claims and assisting in the claims authorisation process; accounting; for any purpose required by law; and to evaluating the Hiscox business/market research; both during **your policy** and after it has lapsed, unless **you** indicate in the quotation process or elsewhere (by ticking the relevant box(es) as provided) or by subsequently informing **us** that **you** do not wish to receive such material from the Data Recipients. **Your** data will also be used for marketing other products and services to **you** (by post, telephone, fax, email or other available method).

**We** may carry out a credit check search for the purposes of assessing this insurance and any future renewal and to verify **your** identity. These enquiries will be recorded by the credit reference agency but will not affect **your** credit rating.

Hiscox, like most home insurers, passes information to the Claims and Underwriting Exchange (CUE) and **we** may search the CUE register for information about **you**. The aim is to help **us** to check information provided and prevent fraudulent claims. This means **we** can continue to offer **our** honest clients an extraordinary level of cover and service at a competitive price. When **we** deal with **your** request for insurance, **we** may search the CUE register. When **you** tell **us** about an incident which may or may not give rise to a claim, **we** will pass relevant information to the register.

For training and quality control purposes, telephone calls may be monitored or recorded.

The Data Recipients may need to give details to third parties (including but not limited to insurance carriers, third party claims adjusters/ loss adjusters, solicitors, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities) in performing the Purposes. They may also need to process sensitive personal data about **you** where this is necessary (for example, physical or mental health conditions or criminal convictions in connection with both **you** and members of **your** family or household). Where sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates, both to the disclosure of such information to the Data Recipients and to its use for the Purposes.

In the unlikely event of processing outside the European Economic Area (EEA), **you** agree to the transfer of **your** personal information to a country or territory outside the EEA (which may not provide the same protection for **you**). In the future, Hiscox Insurance Company Limited and its group companies may sell their business(es) or assets. Personal information is usually considered an asset in such transactions and **you** agree that **your** information may be sold, traded or licensed in such circumstances. Hiscox Insurance Company Limited is registered on the Data Protection register under number Z6445902 and **your** information will be treated in compliance with the Data Protection Act 1998. Please see the Information Commissioner's website at <https://ico.org.uk> for more information of the Data protection Act and the Information Commissioner. **You** have the right to apply for a copy of **your** information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

It is important that **you** consider carefully whether to allow **your policy** to lapse as **you** might have difficulty in securing the same level of cover with an alternative insurer.

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