



Property Host Insurance

Policy Wording



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About this policy

This insurance is administered by Pikl Insurance Services Ltd (Pikl) and is underwritten by **Your Insurers**.

Pikl Insurance Services Ltd

Pikl Insurance Services Ltd is a company incorporated in England and Wales under No. 10449346, and whose registered address is Suite B, 2nd Floor, The Atrium, St Georges Street, Norwich, NR3 1AB. Pikl are authorised and regulated by the Financial Conduct Authority. Firm Reference no. 773457.

The Financial Services register can be checked by visiting their website on <https://register.fca.org.uk/>.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy** schedule and this **Policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during a **Valid Booking**.

Your Policy is valid for the **Period of Insurance** as shown on **Your Policy** schedule.

Please refer to the **Policy** documents provided to **You** when the **Policy** was purchased or amended, for details of the type and level of cover **Your Policy** provides

Your Insurers

This policy is arranged by **Your Insurance Provider** and administered by Pikl Insurances Services Limited and underwritten by First Underwriting on behalf of Accredited Insurance (Europe) Limited – UK Branch for all sections except Legal Expenses which is provided by ARAG plc and is underwritten by AmTrust Europe Limited.

Pikl Insurance Services Ltd is a company incorporated in England and Wales under No. 10449346, and whose registered address is Suite B, 2nd Floor, The Atrium, St Georges Street, Norwich, NR3 1AB. Pikl are appointed as Insurers' Agents and are authorised and regulated by the Financial Conduct Authority under reference 773457.

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is authorised and Regulated by the Financial Conduct Authority under Firms Registration Number (FRN) 624585.

Accredited Insurance (Europe) Limited – UK Branch (UK Company Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number:C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta. Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1998 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and together with its UK Branch, is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority.



ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised under a Binding Authority Agreement with the insurer AmTrust Europe Limited to administer this insurance. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Financial Services register can be checked by visiting the website www.fca.org.uk/register. The FCA is the independent watchdog that regulates financial services.

How to Make a Claim

In the event of any incident or event that might lead to a claim under the **Policy**:

- **You** must contact **Us** as soon as possible and, in any event, no later than 30 days from the date of any incident or event
- When notifying a claim, **You** must provide **Your** name, **Your Policy** number, and full details of the loss or damage

Failure to comply with these conditions shall be a bar to any claim.

If **You** need to make a claim, please let **Us** know as soon as possible by contacting **Us** in one of the following ways providing **Your** policy number.

For all claims with the exception of Legal Expenses please use the details below:

Tel: 0330 124 5108

Claims Consortium Group, Blackdown House, Culmhead Business Centre, Culmhead, Taunton, Somerset, TA3 7DY

Email: piklclaims@claimsconsortiumgroup.co.uk

For Legal Expenses claims: Please contact ARAG with the details below:

Tel: 0117 917 1698

You can also download a claim form at www.arag.co.uk/newclaims

General Information

This **Policy** wording, together with **Your Policy** schedule including any endorsements forms **Your Policy** and sets out the conditions of the contract of insurance between **You** and **Us**.

Please read **Your Policy** wording carefully and keep it, together with **Your** schedule in a safe place.

- **You** should understand what the insurance covers and does not cover
- **You** should understand **Your** duties under the insurance as the Policyholder
- **You** must tell **Us** as soon as possible of any circumstances **You** become aware of which may lead to a claim

Your Policy or sections of **Your Policy** may be underwritten by more than one **Insurer**.



This **Policy** of Insurance is designed to work alongside **Your** existing **Property Policy** as an additional insurance cover providing cover when **You** are undertaking **Hosting Activities**. Therefore, in order for **You** to be eligible for this **Policy** and for it to provide **You** with the value and protection **You** require, **You** must have a valid annual **Property Policy** in place.

In purchasing this **Policy** **You** must also ensure that the cover will be in force for the entire occupancy period of **Your Guests** stay.

Where there is more than one **Insurer** noted, each **Insurer** is solely responsible for their own percentage of **Your Policy** or section of **Your Policy**, they are not responsible for any other **Insurer(s)** percentage of **Your Policy** or section of **Your Policy**.

Complaints

It is **Our** intention to give **You** the best possible service however if **You** do have any cause for complaint about this insurance or the handling of any claim **You** should follow the complaints procedure below: In the first instance **You** should contact **Your Insurance Provider** who sold **You** this Policy.

If **Your Insurance Provider** is unable to resolve **Your** complaint and **Your** issue is in relation to a claim (except for Legal Expenses), please contact:

Mark Bacon, Managing Director, First Underwriting Ltd, Part Level 15, The Gherkin, 30 St Mary Axe, London, EC3A 8EP

In addition to the Financial Ombudsman Service (detailed later in this section) you may also be able to refer your complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if you are not satisfied with our final response or we have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making your complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a 'complaint' refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms 'person' does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint. For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit: <https://financialarbiter.org.mt/en/Pages/Home.aspx>

If you have a complaint about the handling of any legal expenses claim please contact ARAG's Customer Relations Department using the contact details below:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Tel: +44 (0)117 917 1561

Email: customerrelations@arag.co.uk

In all correspondence please state that **Your** insurance is administered by Pikl Insurance Services and quote **Your** unique policy number.

Following the complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

If **We** have not completed our investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** final response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving the Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to:
www.financial-ombudsman.org.uk

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS) and **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations under this insurance. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Eligibility

In order for this **Policy** to be valid **You** must have met the conditions as detailed below:

About You

- **You** are a UK or Isle of Man resident (this does not include the Channel Islands)
- **You** are the property owner or have a legal responsibility for the property (Not applicable if **You** are a **Tenant**)
- **You** have not had more than 2 property insurance or Host insurance claims in the last 12 months or over 3 in the last 5 years

About Your Property

- The Property is well maintained in a good state of repair and is not undergoing renovation
- The Property is located within the United Kingdom (including Northern Ireland),
- The Property is not a grade 1 listed Building or equivalent
- The Property does not have a thatched (or part thatched) roof
- The Property has a rebuild value less than £1,000,000

About Your Hosting

- **You** have less than 20 people (10 adults / 10 children) staying in **Your** Property at any one time
- **You** have an existing policy of property insurance in place and have informed /will inform the insurer within the next 30 days that there is or may be short term letting activity at the property.
- **You** are operating your let in compliance with any local authority regulations, laws and within any relevant permissions or statutory conditions that may exist
- **You** agree to provide and or give us permission to access your letting history including with the sharing platform(s) if applicable

If **Your Policy** is for a room let only the following eligibility also applies:

- Only 1 room is being let at any one time for **Hosting Activity**
- If **You** are resident at the property **You** are not away from the property for more than 30 consecutive days



If **You** are a tenant the following eligibility also applies:

- **You** have written permission of the Landlord to act as **Host**



Definitions

These definitions apply throughout **Your Policy**. If a word or phrase has a defined meaning it will be highlighted in **bold** print and will have the same meaning wherever it is used. They will apply equally whether in the plural or singular. These words or phrases have the meaning or definition set out below unless otherwise stated in the paragraphs in which they apply.

Accidental Damage: Accidental sudden and unintentional loss or destruction of or damage to the **Host's** Property.

Act of Terrorism: An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons 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 and/or to put the public or any section of the public in fear. **Bodily Injury:** Death or physical injury caused by a sudden and unexpected external visible event.

Charging Point: **Your** hybrid or electric vehicle charging unit (including **Your** connections and cables that connect the charging unit to a vehicle) which a vehicle connects to for the purposes of electrical charging.

Communicable Disease: any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here whether pandemic or non-pandemic).

Contents: Household items, including **Valuables**, **Electrical Valuables** and personal belongings, which are inside the **Insured Property** during the **Period of Insurance** which **You** legally own or are legally responsible for. This does not include motorised vehicles, **Charging Points**, documents or domestic pets.

Electrical Valuables: Tablets, laptops, phones, home computers, monitors, satellite decoders and audio and video equipment.

Excess: The first amount of each and every claim for which **You** are responsible



Guest: A person or persons, including their family and/or travelling companions, who the **Host** has agreed may stay at the **Insured Property** for an agreed period of time. As set out under the terms of the written short let agreement between the **Host** and the **Guest**.

Host: A person or persons named on the **Policy** schedule at the **Insured Property** who have agreed to allow **Guests** onto their property.

Hosting Activity: Any activity which **You** perform in order to fulfil the **Host's** legal obligations under the terms of the written short let agreement between the **Host** and the **Guest**.

Insurer(s): This **Policy** is underwritten by First Underwriting on behalf of Accredited Insurance (Europe) Limited – UK Branch for all sections except Legal Expenses which is provided by ARAG plc and is underwritten by AmTrust Europe Limited. **Insurance Provider:** The company who provided this **Policy** to **You**.

Insured Property: The Building or Structure including its fixtures and fittings driveways, gardens, swimming pools, hot tubs and saunas, owned by **You** or for which **You** are legally responsible, as detailed in **Your** policy schedule. This does not include **Charging Points**.

Malicious Damage: Any act of intended damage to the **Insured Property**.

Period of Insurance: The period shown on the **Policy** schedule as the **Period of Insurance**.

Policy: This document, along with the schedule and any endorsements attached or issued by **Your Insurance Provider**.

Platform: Any website which connects the **Guest** with the **Host**.

Property Policy: A property insurance **policy** which includes cover for damage to the **Insured Property** when not being used for Hosting Activity, caused by perils such as; Flood and Storm, Landslip and Heave, Subsidence, Escape of water, Fire and Smoke and **Theft**, together with Public Liability cover

Theft: Means any act of fraud or dishonesty committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organization.

Valid Booking: A property rental booking for a **Guest** for an agreed period of time.

Valuables: Jewellery and watches, including precious gems, stones, bullion, gold and silver plated articles, precious metals, furs, pictures, painting and works of art.

We/Us/Our/Insurer: The **Insurer(s)** and/or **Your Insurance Provider**.

You/Your/Insured: The person or persons named on the **Policy** schedule, acting as the **Host**.

General Policy Conditions and Exclusions

This section covers the conditions which must be adhered to and exclusions which are applicable to the entire **Policy**.

Information provided by You

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this **Policy**.

You must notify **Your Insurance Provider** as soon as possible if any of the information in **Your Policy** documents is incorrect or if **You** wish to make a change to **Your Policy**.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify **Insurance Provider** of any incorrect information or changes **You** wish to make, **Your Policy** may not operate in the event of a claim. **We** may not pay any claim in full or **Your Policy** could be invalid.

Changes that may affect **Your** cover

You must tell **Your Insurance Provider** as soon as possible about any changes to the information **You** provided when **You** purchased this **Policy**, for example:

- If **You** change Address, or no longer own the **Insured Property**.
- If any building or renovation works are due to take place.
- If there are any changes to the structure of the **Insured Property**.
- If **You** have been declared bankrupt;
- If **You** or have been cautioned by the police or convicted of any offences, other than driving offences;

This is not an exhaustive list and any changes **You** tell **Us** about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact **Your Insurance Provider**.

Please note that in the UK, **Property Policies** of insurance will usually cover damage to property caused by the following specified perils: Flood and Storm, Landslip and Heave, Subsidence, Escape of water, Fire and Smoke and **Theft**, together with Public Liability cover.

Cancellation

You have the right to cancel this **Policy** within 14 days of the date **You** purchased the **Policy** or when **You** received the **Policy** documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the **Policy** after the 14 day period detailed above there will be no refund and all outstanding premiums will become due.

We may at any time cancel the **Policy** by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Non-payment of premium
- b) Threatening and/or abusive behaviour
- c) Failure to provide documents
- d) Non-compliance with **Policy** terms and conditions.

If **We** cancel **Your Policy**, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 10.

Payment of Premiums

No claim will be paid out under this **Policy** until premium monies owing are paid to **Us**.

General Conditions

We will not make any payment for any loss occurring whilst any of these conditions are not being complied with unless **You** can establish that the non-compliance could not have increased the risk of the Loss arising in the circumstances in which it occurred. Unless you can comply with the following conditions:

- **You** agree to provide and/or give **Us** permission to access **Your** letting history with the **Platform(s)**.
- **You** must procure there is a written agreement in place between the **Host** and the **Guest** setting out the terms of the **Hosting Activity**.
- **You** confirm that **You** are operating **Your Hosting Activity** in compliance with any local authority regulations, laws and within any relevant permissions or statutory conditions that may exist.
- **You** must have a valid annual **Property Policy** in place during the period of insurance for this **Policy**.
- No **Guest** can stay at the **Insured Property** if there are any renovations and/or structural alterations including extensions taking place.
- The **Insured Property** must be kept in a good state of repair and free of any tripping or slipping hazards.
- **You** must take all reasonable steps to prevent accident or injury and to protect **Insured Property** and **Contents** against loss or damage.
- **You** must comply with all appropriate fire safety regulations at the **Insured Property**. **You** must have in place a valid gas safety certificate.
- **You** must make every reasonable effort to minimise loss, damage and/or liability and take appropriate emergency measures immediately if they are required to reduce the value of any loss or claim.

The conditions below shall continue to be in force during the **Period of Insurance** of this **Policy**.

Failure to comply with any such condition shall be a bar to any claim

- **You** have paid all premiums that have become due.
- **You** can comply with all eligibility criteria as detailed on page 6.
- At the time of any loss and/or claim the **Insured Property** is subject to a **Valid Booking** and cover must be put in place before the **Guest(s)** arrive. **We** will require evidence of this.
- **You** must provide adequate instruction to the **Guest** on the use of the **Insured Property** during the **Hosting Activity**.

- **The Insured Property** must be equipped with essential items, such as curtains, beds and furniture, essential for modern living.
- **You** are required to contact **Us** as soon as possible and, in any event, no later than 30 days from the date of any incident or event that might lead to a claim under the **Policy**.
- **You** must inform the police immediately upon discovering any **Theft**, or **Malicious Damage** by a **Guest** and **You** must provide **Us** with the crime number or equivalent.
- **You** must not make any offer, deal, payment or compromise to settle any claim that is made by the **Guest** and/or a third party.
- **We** have the right to require **You** to submit a claim to **Your Property Policy** provider in respect of the claim, and to require **You** to provide **Us** with written evidence from them of their decision on whether the claim fails to be covered under the terms of the **Policy**.
- **You** have retained the full deposit paid to **You** by the **Guest**.

General exclusions

The following exclusions apply to all claims under the **Policy**

- Claims which would be covered under a **Property Policy** if this **Policy** didn't exist, other than in respect of any amount in excess of the sum payable under the other insurance policy.
- Claims which are not a direct result of **Hosting Activity**.
- Claims which are not as a result of a **Valid Booking**.
- Claims resulting from any deliberate act by **You/ the Host**, a member of the **Host** family or any person permanently resident at the **Insured Property**.
- Claims where evidence of fraud, deception and falsehood, or deliberate omissions or misstatements have been found for any reason.
- Claims for damage, **Accidental Damage** or loss caused by **You**.
- Claims where the deposit paid by the **Guest** is greater than or equal to the value of the claim.
- Claims covered under another policy of insurance or guarantee.
- Any loss, damage or **Accidental Damage** to:
 - guns or sports equipment including scuba diving equipment
 - audio, visual and computer software discs, cassettes, tapes including their packaging
 - cash, credit cards, vouchers or equivalent.
- Loss or damage or **Accidental Damage** caused by any motorised vehicle.
- Theft of items not proven to have been stolen in the Theft event.
- Loss, damage or **Accidental Damage** that occurs because of professional or domestic cleaning.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
 - irradiation, or contamination by nuclear material; or
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- Any legal claim where something **You** have done or have failed to do has prejudiced **You** or the **Insurer** in respect of the action.
- General wear and tear or any other gradually operating cause, domestic pets, mechanical or electrical breakdown, malfunction, fault or being used against manufacturers advice or inadequate workmanship or incorrect use of equipment.
- Damage or **Accidental Damage** that consists solely of scratches, marks or dents, where the functionality of the equipment is not affected
- Damage or **Accidental Damage** such as chewing, scratching, tearing and defecating by a domestic pet.
- Vermin, mould, rot or rust.
- Blocked sewage pipes.
- Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted
- For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this **Policy**, Computer Virus shall mean 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. Any claims where damage has been caused during general maintenance by **You** or persons or company appointed by **You**.
- This **Policy** excludes any loss, damage, claim, liability (whether actual or alleged), any cost or expense of any type or any other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the avoidance of doubt, the loss, cost, damage, liability, expense or any other amount that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a communicable disease or any property that is affected by a **Communicable Disease**.

This exclusion applies to all sections, all covers and all parts of this policy. Nothing else in this **Policy** will override this exclusion.

(Please note that communicable disease includes both Covid-19 and other diseases and its full meaning is as shown in the definition for it in the Definitions section.)

Fraudulent Claims

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **You** caused deliberately;
- acting dishonestly or exaggerating a claim.

We;

- a) are not liable to pay the claim: and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This Information may also be shared with the police and other **Insurers** for fraud prevention purposes.

Rights of third parties

A person who is not a party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Our Rights of Subrogation

We will be entitled in **Your** name, at the request and at the expense of the **Insurer**, to take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before and/or after any payment is made by the **Insurer**.

We will have full discretion in the conduct of such legal proceedings and **You** will be required to provide **Your** reasonable help and assistance.

Governing law and jurisdiction

This **Policy** is governed by English law and any actions involving this Policy shall be heard within the sole jurisdiction of the English courts

Your cover

Section 1: Buildings

This section covers the **Insured Property** against physical loss or damage:

- caused by a **Guest** during the course of that **Guest's** corresponding **Valid Booking**; or
- arising as a direct result of **Hosting Activity**,

occurring during the **Period of Insurance** and a **Valid Booking** and caused by one of the perils listed below.

What is Covered	What is not Covered
Fire, Smoke and Explosion	<p>The Excess of £250</p> <p>Any amount over £1,000,000 in total per claim for Fire, Smoke and Explosion.</p>
<p>Accidental Damage</p> <p>Malicious Damage</p> <p>Escape of water or heating oil from water tanks, equipment or pipework</p>	<p>Excess of £250, unless relating to escape of water or oil where an Excess of £500 will apply</p> <p>Any amount over £80,000 in total per claim for Accidental Damage and/or Malicious Damage</p> <p>Any loss or damage arising from Fire, Smoke and Explosion, or any other risk detailed under the What is Covered sections of this Policy. (such damage would be covered under the appropriate paragraph subject to the exceptions and excess applicable to that paragraph).</p>
Theft or attempted Theft	<p>The Excess of £250</p> <p>Any amount over £20,000 in total per claim</p> <p>Theft or attempted Theft not proven to have been caused due to the actions of a Guest</p> <p>Theft or attempted Theft which has not been reported to the police with a valid crime reference number</p>

Loss or damage to the Insured Property or garden following emergency services attending the Insured Property to mitigate damage to the Insured Property or provide medical assistance	The Excess of £250 Any amount over £5,000 in total per claim
Theft or Loss of keys to the Insured Property by a Guest and replacement of the associated locks	The Excess of £150 Any amount over £1,000 in total per claim
If the Insured Property is not habitable due to repairs being conducted following a covered claim under this Policy , We will pay for reasonable alternative accommodation costs for the Host and their family who reside with them in the Insured Property .	Any cost of/relating to food or drinks Any amount over £200 per day Any amount over £20,000 in total per claim
If the Insured Property is not habitable due to repairs being conducted following a covered claim under this Policy , We will pay the reasonable costs for the Kennelling of animals belonging to the Host	Any amount over £50 per day Any amount over £5,000 in total per claim
If the Insured Property is not habitable due to repairs being conducted following a covered claim under this Policy , We will pay for reasonable alternative accommodation costs for Guests	Any amount over £150 per day Any amount over £5,000 in total per claim. Any claim where there is no evidence of a booking

Section 2: Contents

<p>This section covers the Contents against loss or damage:</p> <ul style="list-style-type: none"> caused by a Guest during the course of that Guest's corresponding Valid Booking; or arising as a direct result of Hosting Activity, <p>occurring during the Period of Insurance and a Valid Booking and caused by one of the perils listed below.</p>	
What is Covered	What is not Covered
Fire, Smoke and Explosion	<p>The Excess of £250</p> <p>Any amount over £75,000 in total per claim for Fire, Smoke and explosion</p> <p>Any amount over £20,000 in total per claim for Valuables and Electrical Valuables</p>

<p>Accidental Damage</p> <p>Malicious Damage</p> <p>Escape of water or heating oil from water tanks, equipment or pipework</p>	<p>The Excess of £250, unless relating to escape of water or oil where a £500 Excess applies</p> <p>Any amount over £40,000 in total per claim for Accidental Damage and/or Malicious Damage</p> <p>Any loss or damage arising from Fire, Smoke and Explosion, or any other risk detailed under the What is Covered sections of this Policy. (such damage would be covered under the appropriate paragraph subject to the exceptions and excess applicable to that paragraph).</p> <p>Valuables and Electrical Valuables, where the replacement value of a single article exceeds £1,000</p> <p>Any amount over £20,000 in total per claim for Valuables and Electrical Valuables</p>
<p>Theft or attempted Theft</p>	<p>The Excess of £500</p> <p>Any amount over £20,000 in total per claim</p> <p>Theft or attempted Theft not caused by a Guest</p> <p>Theft of items where Host ownership cannot be proven by presentation of a receipt</p> <p>Theft of cash, credit cards, vouchers or equivalent</p> <p>Theft or attempted Theft which has not been reported to the police as soon as possible after discovery with a valid crime reference number</p> <p>Theft or attempted Theft of Valuables unless they are kept in a locked safe or locked room that is inaccessible by the Guest</p> <p>Laptops, tablets and phones unless they are kept in a locked room when left unattended and out of sight</p> <p>Valuables and Electrical Valuables left in outbuildings, garages and the open</p> <p>Valuables and Electrical Valuables, where the replacement value of a single article exceeds £1,000</p> <p>Contents kept in outbuildings, garages or out in the open whose value exceeds £200</p>

	Contents which are stolen, fraudulent, counterfeit, invalid or to which the Host is not entitled for any reason
Damage to Contents in the Insured Property as a result of emergency services attending the Insured Property to mitigate damage or provide medical assistance	The Excess of £250 Any amount over £5,000 in total per claim
Damage to Contents and the cost of fumigation services that occurs due to infestation of pests where the infestation is attributable to the Guest	The Excess of £150 Any amount over £1,000 in total per claim
Fatal Bodily Injury to You taking place at the insured premises and being caused as a direct consequence of Hosting Activities	Any amount above £10,000 for each Insured person Ongoing medical conditions Where the cause of the fatal injury cannot be attributed to a single accidental event

How much we will pay

The most **We** will pay for any one event or series of events is the amount shown on **Your** schedule. **Policy** limits are contained in **Your** schedule and this **Policy** booklet.

If the **Insured Property** has not been maintained in a good state of repair, **We** will make a deduction for wear and tear. **We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Insured Property**.

Other costs

We will pay the following necessary and reasonable costs and expenses that **You** incur in rebuilding or repairing following **Guest** damage insured by this section:

- the cost of dismantling, demolishing, shoring up or propping up any part of the **Insured Property**;
- the cost of complying with any statutory or local authority requirement regarding the damaged part of the **Insured Property**, unless notice of such requirement was served before the Damage and provided the **Insured Property** were originally built according to any government and local authority regulations in force at the time;
- the fees of architect, surveyors or consulting engineers.

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

In regard to **Contents**, at **Our** option **We** will:

- 1) replace or repair, or
- 2) make a cash settlement for lost or damaged **Contents** after making an allowance for wear and tear.



For carpets which are only damaged in one clearly defined area **We** will only pay for the cost of replacing that area. **We** will not pay for any loss of value to any item which **We** have repaired or replaced.

We will not pay for the cost of replacing or repairing any undamaged contents. **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.

Any payments **We** make will take into account any money that **You** have obtained from a guest. **We** will not make any payment under this **Policy** unless **You** have received payment from the guest(s) for the booking. If a deposit has been taken from the **Guest(s)**, **We** will deduct the deposit amount from the claim total.

We may take proceedings at our own expense but in the **Host's** name to recover any sums paid under this **Policy**. If the **Host** has any other insurance which covers the same loss, damage or liability, **We** will not make any payment under this **Policy** until all cover under the other policy is exhausted. **You** will need to prove that **Guest** damage occurred during a booking.

Section 3: Electric and Hybrid Home Charging Units

We will provide the following cover for **Charging Points** which **You** are responsible for and which are permitted to be used as part of **Your Hosting Activity**, during a **Valid Booking**, where it is located at the **Insured Property** , up to a maximum sum insured of £1500.

What is covered	What is not covered
Accidental Damage to the Charging Points caused by the Guests .	Any event caused by the incorrect use of the Charging Points by You .
Malicious Damage to the Charging Points caused by the Guests .	Any event caused by the improper installation and/or maintenance of the Charging Points .
Theft of the Charging Points caused by the Guests .	Non-adherence to relevant local authority, installation or legal guidelines and regulations.

Section 4: Legal Liability

This section covers compensation for

- accidental loss of or damage to third party property or
- accidental **Bodily Injury** to a third party or the **Guest**

occurring during the **Period of Insurance** and a **Valid Booking** and arising as a direct result of **Hosting Activity**, including the use of **Charging Points**, for which the **Host** is legally responsible.

This **Policy** covers the **Host** for claims and/or compensation up to a maximum of **£2,000,000** (including any legal costs) for each claim. All claims arising from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim.

This section also covers reasonable legal costs and expenses incurred with **Our** prior agreement to defend a covered claim. Such costs are included within the limit shown above.

What is Covered	What is not Covered
<p>Claims for:</p> <ul style="list-style-type: none"> • Loss of or damage to third party property or • Bodily Injury 	<p>The Excess of £250</p> <p>Your liability for damage to property or Bodily injury to You, Your family, Your employees or any other permanent resident at the Insured property</p> <p>Liability resulting from Your profession or business, except for Hosting Activities</p> <p>Liability from incorrect use of a Charging Point by You.</p> <p>Liability where a Charging Point has not been installed or maintained in accordance with the manufacturer's guidelines.</p> <p>Liability relating to Charging Points where You have not adhered to the relevant local authority, legal guidelines and regulations, manufacturer guidelines or where the manufacturer and/or installer is liable for damages under a guarantee or other insurance.</p> <p>Liability relating to Charging Points which are subject to a product recall.</p>

	<p>Liability for any criminal or violent act by You, the Host, the Host's family, the Guest or any other permanent resident at the Insured Property</p> <p>Claims arising out of Your or Your employees doing anything for or to a third party</p> <p>Liability for injury caused by any animal, other than domesticated cats or dogs. We will not in any event cover liability for injury caused by any 'specially controlled dogs' under the Dangerous Dogs Act 1991 or any similar or successor legislation</p> <p>Liability resulting from the use or ownership of:</p> <ul style="list-style-type: none"> • Mechanically powered vehicles or trailers attached to such vehicles, except garden machinery • Powered hovercraft, watercraft and aircraft • Remote controlled or pedestrian controlled models including drones • Animals of a dangerous species • Any horse for hunting, racing or polo • Firearms, except airguns or sporting guns • Lifts (other than a stair lift) in the insured property <p>Any liability for any type of pollution or contamination unless this was caused by an accidental, sudden, unexpected and unintended incident at the Insured Property during the Hosting Activity.</p> <p>Any liability that is caused by any act or omission of a Guest where the Guest is also legally liable</p> <p>Any liability relating to the provision or supply of food or drink</p> <p>Liability for or relating to the Theft of or damage to the property of a Guest</p> <p>Any liability relating to sporting equipment of any kind</p> <p>Any liability relating to, arising out of, or in connection with the use of a swimming pool.</p>
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Section 4: Legal Expenses

The **Insurer** for this section is detailed on **Your** schedule.

Definitions

These definitions apply throughout this section only and are in addition to the definitions found on page 5. If a word or phrase has a defined meaning it will be highlighted in **bold** print and will have the same meaning wherever it is used. They will apply equally whether in the plural or singular.

Appointed Adviser:

The

- solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**
- mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**

Collective Conditional Fee Agreement: A legally enforceable agreement entered into on a common basis between the **Appointed Adviser** and **Us** to pay their professional fees on the basis of either

- 100% “no-win no-fee” or
- where discounted, that a discounted fee is payable

Conditional Fee Agreement: A legally enforceable agreement between the **Insured** and the **Appointed Adviser** for paying their professional fees on the basis of either

- 100% “no-win no-fee” or
- where discounted, that a discounted fee is payable

Legal Costs and Expenses:

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Adviser** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- In civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
- Reasonable accountancy fees reasonably incurred under **Insured** event 4 Tax by the **Appointed Advisor** and agreed by **Us** in advance

Reasonable Prospects of Success:

- Other than as set out below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking Damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under **Insured** event 1 Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety
 - In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful
- Where it has been determined that reasonable prospects of success as set out above do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome

Territorial Limits: The United Kingdom, Channel Islands and Isle of Man

We/Us/Our: The **Insurer** of this section ARAG plc and is underwritten by AmTrust Europe Limited

You/Your/Insured: The **Host**

Insured incidents

This insurance covers **Your Legal Costs and Expenses** arising from the following **Insured** Events

Following an **Insured** Event, the **Insurer** will pay **Legal Costs and Expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

1. The **Insured** Event occurs within the **Territorial Limit**
2. The claim
 - a) always has **Reasonable Prospects of Success**
 - b) is reported to **Us**
 - i) during the **Period of Insurance**; and
 - ii) as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim
3. Unless there is a conflict of interest, the **Insured** always agree to use the **Appointed Advisor** chosen by **Us** in any claim before proceedings have been or need to be issued
4. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **Us** within the **Territorial Limit**

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim form

Where the **Insured** is seeking financial remedy and the cost of pursuing the **Insured's** claim is likely to be more than the any award of damages, the **Insurer** will not pay more than the value of the likely award.

What is Covered	What is not Covered
<p>1. Contract</p> <p>A dispute arising out of an agreement or alleged agreement which has been entered into by the Insured for:</p> <p>(a) buying or hiring consumer goods or services for the</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> • the Insured's business activities, trade, venture for gain, profession or employment, other than Hosting Activity • a dispute with a tenant or leasee where the Insured is the landlord or lessor and the tenant or leasee is not a Guest

<p>Insured Property that the Insured has let or intends to let to Guests</p> <p>(b) privately selling goods</p>	<ul style="list-style-type: none"> • loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments • a contract involving a motor vehicle • a settlement due under an insurance policy • construction work, or designing, converting or extending any Insured Property where the contract value exceeds £6,000 including VAT
<p>2. Repossession</p> <p>An action to evict a Guest from Your Insured Property after their agreed period of stay</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> • a contract entered into by an Insured, other than a written short let agreement with Your Guest • a dispute with any party other than the Guest
<p>3. Personal Injury</p> <p>A sudden event where the actions or inactions of a Guest directly cause the Insured physical Bodily Injury or death</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> • a condition, illness or disease which develops gradually or over time • mental injury, nervous shock, depression or psychological symptoms where the Insured has not sustained physical Bodily Injury • defending any claim other than an appeal
<p>4. Tax</p> <p>A formal enquiry into the Insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> • tax returns where HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or non-disclosure of income • a business or venture for gain of the Insured, other than Hosting Activity • circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Insured's financial arrangements • any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland • an investigation by the Fraud Investigation Service of HMRC

Legal Expenses Exclusions

The exclusions below apply to this section in addition to General exclusions on page 9.

The **Insured** is not covered for any claim arising from or relating to:

1. **Legal Costs and Expenses** incurred without **Our** consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of the **Policy** and which the **Insured** believed or ought reasonably to have believed could have led to a claim under this section
3. an amount below £100
4. an allegation against the **Insured** involving:
 - a. assault, violence, or dishonesty, malicious falsehood or defamation
 - b. indecent or obscene materials
 - c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d. illegal immigration
 - e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
5. a dispute between the **Insured's** family members
6. an **Insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence
9. a dispute with **Us** not dealt with under the Disputes Condition, or the **Insurer** or the company that sold this **Policy**
10. a group litigation order
11. material loss to the extent that the **Insured** is covered for the loss by an internet accommodation hosting platform's indemnity insurance
12. The **Insurer** will not pay any fines, penalties or compensation awarded against the **Insured**.

Conditions

The following conditions apply to this section in addition to General Conditions.

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs and Expenses** from the **Insured** if this happens.

1. Your Responsibilities

An **Insured** must

- a) tell the **Insurer** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with the progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs and Expenses** and, where recovered, pay them to the **Insurer**
- d) keep **Legal Costs and Expenses** as low as possible

- e) allow the **Insurer** at any time to take over any claim and conduct in the **Insured's** name, any claim

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no right exists and **We** shall choose the **Appointed Advisor**
- b) If
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
 - ii) there is a conflict of interestthe **Insured** may choose a qualified **Appointed Advisor**
- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to with their preferred representative's contact details and cost
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them which may be less than the rates available from other firms.)
- e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for the **Insured**, the **Insurer's** liability in respect of that claim will end immediately
- f) In respect of a claim under **Insured** Events 1 Contract or 3 Personal Injury, the **Insured** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**), where legally permitted

3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes
- b) An **Insured** must have **Your** agreement to claim under this section

4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim
- b) The **Insured** must not negotiate or settle the claim without **Our** written agreement
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further costs

5. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which will be binding on the **Insured** and **Us**. This does not affect the **Insured's** right in the Disputes Condition below

6. Disputes

If any dispute between the **Insured** and **Us** arises from this section, the **Insured** can make a complaint to **Us** as described on **Your** schedule and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint

7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another **Policy**, or any claim that would have been covered by any other policy if this **Policy** did not exist

8. Fraudulent Claims and Claims Tainted by Dishonesty

- a) If an **Insured** makes any claim which is fraudulent or false, this section of the **Policy** shall become void and all benefit under it will be lost
- b) An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
 1. affected **Our** assessment of **Reasonable Prospects of Success**, and/or
 2. prejudiced any part the outcome of the **Insured's** claimthe **Insurer** shall have no liability for **Legal Costs and Expenses** incurred from the date of the **Insured's** breach

9. Acts of Parliament

All legal instruments, bodies and rules referred to within this section shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation

Helplines

The services under this Section are available to **You** during the **Period of Insurance**.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal and Tax Advice - Please call 0344 571 7978



If **You** have a legal or tax problem **We** recommend that **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about personal legal matters (including **Hosting Activity**) within UK and EU law or personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

