



Property Host Insurance

90 Days

Policy Wording



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About this policy

This insurance is arranged by Piki Insurance Services Ltd (Piki) and is underwritten by **Your Insurers**.

Piki Insurance Services Ltd

Piki 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. Piki 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.

Please also contact **Us** if **You** require **Your** documents in an alternative format, for example in paper or large print, which will be provided free of charge.

Your Insurers

This **Policy** is arranged by **Your** insurance broker and administered by Piki Insurance Services Limited and underwritten by Prestige Underwriting Services Limited on behalf of Aviva Insurance Limited for all sections except Legal Expenses which is provided by ARAG plc and is underwritten by ARAG Legal Expenses Insurance Company Limited. Piki Insurance Services Limited are appointed **Agents** of Prestige Underwriting Services Limited and ARAG plc.

Prestige Underwriting Services Limited are part of the Prestige Insurance Holdings Group, are authorised and regulated by the Financial Conduct Authority under firm reference number 307105. Registered in Northern Ireland under Company Registration Number NI031853. Registered office: 10, Governors Place, Carrickfergus, County Antrim, Northern Ireland, BT38 7BN

Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in Scotland, No. SC002116. Firm reference number 202153. Registered Office: Pitheavlis, Perth PH2 0NH.

ARAG plc is registered in England and Wales number 02585818. Registered address: Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW. ARAG plc is authorised under a Binding Authority Agreement with the insurer ARAG Legal Expenses Insurance Company Limited to administer this insurance. ARAG Legal Expenses Insurance Company Limited is

registered in England and Wales number 103274. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN) and the Prudential Regulation Authority registration number 202106.

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 reasonably possible and, in any event, no later than 30 days from the discovery of any incident or event that might lead to a claim.
- When notifying a claim, **You** must provide **Your** name, **Your Policy** number, and full details of the loss or damage.

We may not meet **Your** claim, or settlement may be reduced, if **You** do not provide these details or if **You** do not tell **Us** about the loss or damage as soon as reasonably possible.

If **You** need to make a claim, please contact **Us** in one of the following ways.

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

Call **Our** 24 Hour New Claims reporting line on: 0800 032 7327; or

If **Your** claim is not urgent, **You** can report it via **Our** website: www.prestigeunderwriting.co.uk/claims

You can also contact the claims team by post, by writing to them at:

Prestige Underwriting, 4th Floor,
Lanyon Building, North Derby Street,
Belfast, BT15 3HL

For Legal Expenses claims:

Please contact ARAG on the details below:

Tel: 0117 917 1698

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

For additional information about the types of claims covered under this **Policy**, and to assist **You** with the claims reporting process, please refer to the following resources:

- 'Claims Guidance' document, provided with **Your Policy** documentation; and
- **Our** Interactive claims guide, available online at www.pikl.com/claims

What You Must do After Making a Claim

We may ask **You** to provide information and assistance that are relevant to **Your** claim and **You** will be required to cooperate with **Us** and where requested, provide evidence of ownership and/or proof of the loss and/or that **Guest** or **Visitor** damage has occurred during a **Valid Booking**.

For example **We** may request copies of **Your** letting history, inventories, pre and post letting inspection reports, purchase receipts, instruction manuals, guarantee cards, valuations, photographs, utility and/or local authority bills, pre-purchase surveys, plans or deeds to **Your** property.

To assist **Us** in dealing with **Your** claim, **We** may also ask that **You** obtain estimates for the replacement or repair

of any damaged property and **We** will pay any reasonable expenses **You** incur in providing **Us** with these as part of **Your** claim.

You must allow **Us** access to any buildings at the **Insured Premises** that have been damaged and to salvage anything **We** can and ensure no further damage occurs.

If **You** are being held responsible by someone for damage to their property or **Bodily Injury** to them, **You** must provide **Us** with full details as soon as possible and send **Us** any claim form, application notice, legal document or any other correspondence sent to **You**.

What **You** must not do:

- dispose of any damaged items, carry out or have carried out any permanent repairs, as **We** may need to see them and/or inspect the damage
- abandon any property to **Us**
- if **You** are being held responsible by someone for injury or damage, **You** must not admit or deny responsibility or make/reach any agreement with them

In dealing with any claim under this **Policy**, **We** may either before or after **We** pay **Your** claim:

- carry out the defence or settlement of any claim and if required choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses
- take any legal action in **Your** name or the name of any other person covered by this **Policy** to recover any money due from a third party or get compensation

- take possession of the property insured and deal with any salvage

General Information

This **Policy** wording, together with **Your** most recent **Policy** schedule including any endorsements and any changes to **Your Policy** contained in notices issued by **Us** at renewal 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.

- these will help explain what this insurance covers and does not cover.
- these will help explain **Your** duties under this insurance as the policyholder.
- **You** must tell **Us** as soon as reasonably possible of any circumstances **You** become aware of which may lead to a claim.

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.

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

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** percentage of **Your Policy** or section of **Your Policy**.

When contacting **Us**, **Your Insurers** or other organisations mentioned in this **Policy** by telephone, please note that call charges may vary depending on **Your** service provider.

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:

If **You** have a complaint regarding the sale or service of **Your Policy**, please contact:

Pikl Insurance Services, Suite B, 2nd Floor, The Atrium, St Georges Street, Norwich, NR3 1AB.

Email: complaints@pikl.com

Tel. 0800 254 5272

If **You** have a complaint about the handling of any claim (except claims for Legal Expenses), please contact the department dealing with **Your** claim.

If **You** have a complaint about the handling of any Legal Expenses claim, please contact:

Customer Relations Department, ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

Tel: +44 (0)117 917 1561

Email: customerrelations@arag.co.uk

For any complaint relating to this insurance or the handling of any claim, in all correspondence, please state that **Your** insurance is provided by Pikl Insurance Services and quote **Your** unique **Policy** number from **Your** **Policy** schedule.

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.
- **You** or anyone that permanently resides with **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.
- **You** or anyone that permanently resides with **You** have never been cautioned for, convicted of, or charged with but not yet tried for any criminal offences other than spent convictions and motoring offences.

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 Grade 1 listed (in England or Wales) or Grade A listed (in Scotland and Northern Ireland).
- 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 **Property Policy** 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** if applicable.

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.

Agent: Pikl Insurance Services Limited.

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 Premises** (including garages, outbuildings and gardens) 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.

Deposit: an amount collected by **You** or **Your Host** from the **Guest** intended to cover any potential loss or damage caused by a **Guest** during the course of that **Guest's** corresponding **Valid Booking**.

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.

Family: Husband, wife, partner, civil partner (a person living with them as though married), children (including

adopted and foster children), and any other immediate family.

Flat / Apartment Structure: Fixtures and Fittings and internal walls and doors (including the entrance door from the communal area), which are part of a building or structure which form a separate set of premises and are part of a building which is constructed or adapted for the purpose of a dwelling.

Fixtures and Fittings: Built-in furniture and appliances, fixed glass and sanitary ware, external lighting, alarm systems and surveillance equipment, fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters, permanently fixed wind turbines and solar panels, floor coverings, private balconies & terraces, hot tubs and saunas.

Guest: a) A person or persons, including their **Family** and/or travelling companions, who the **Host** has agreed may stay at the **Insured Premises** for an agreed period of time, as set out under the terms of the written short let agreement between the **Host** and the **Guest**; and

b) **Family** or friends, who the **Host** has agreed may stay at the **Insured Premises** for an agreed period of time, without charge.

Host: The person(s) or company named on the **Policy** schedule at the **Insured Premises** 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**, or where the

Guest is **Family** or friends a verbal agreement for an agreed period of time at the **Insured Premises**.

Insurer: This **Policy** is underwritten by Prestige Underwriting Services Limited on behalf of Aviva Insurance Limited for all sections except Legal Expenses which is provided by ARAG plc and is underwritten by ARAG Legal Expenses Insurance Company Limited.

Insured Premises: The **Insured Property** or **Flat/Apartment Structure** owned by **You**, or for which **You** are legally responsible and let with the landlord's permission by the **Host** and registered with **Us** under this **Policy**. This does not include **Charging Points**.

Insured Property: The building or structure including its **Fixtures and Fittings**, garages, outbuildings, driveways and, gardens owned by **You** or for which **You** are legally responsible, as detailed in **Your Policy** schedule, including:

- tennis courts, patios, paved terraces, paths, garden walls, fences, gates, hedges, permanently connected drains, pipes, cables, service tanks, septic tanks, soakaways and central heating fuel storage tanks
- permanently installed swimming pools, saunas and hot tubs
- solar panels, wind turbines and ground source heating pumps permanently fixed to the **Insured Property** or land belonging to the **Insured Property**.

This does not include **Charging Points**.

Loss of Income: The amount of monetary benefit the **Host** would have

received from a **Guest** for **Hosting Activity** excluding any amount payable to third parties such as fees or commission.

Malicious Damage: Any act of intended damage to the **Insured Premises** or its **Contents**.

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

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

Policy: This document, along with the schedule and any endorsements attached or issued.

Property Policy: A property insurance policy which includes cover for damage to the **Insured Premises** 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 cover for your liability to others.

Reasonable Costs: Costs for goods and services which are competitive in the relevant marketplace.

Terrorism: The use of biological, chemical and/or nuclear force, or contamination and threat thereof by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose(s), including the intention to influence any government(s) and/or to put the public in fear.

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 organisation.

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.

Visitor: A person or persons who are present at the **Insured Premises** due to the invitation or actions of the **Guest** and not included under the terms of the written short let agreement between the **Host** and the **Guest**.

We/Us/Our/Insurer: The **Insurer** and/or the **Agent**.

You/Your/Insured: The person(s) or company named on the **Policy** schedule, acting as the **Host**.

General Claims Conditions and Exclusions

General Claims Conditions

These are the conditions of the **Policy** **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:

1. Your Duties

- **You** are required to contact **Us** as soon as reasonably 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** or **Visitor** and **You** must provide **Us** with the crime number or equivalent.
- **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.
- **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.
- **You** and/or **Your Host** have retained the full **Deposit** paid to **You** by the **Guest**.

2. Valid Booking

At the time of any loss and/or claim the **Insured Premises** is subject to a **Valid Booking** and cover must be put in place before the **Guests** arrive. **We** will require evidence of this.

In the event that **You** need to make a claim, **We** will treat multiple instances of loss or damage occurring during a **Valid Booking** as a single incident. In this scenario, only a single **Excess** will apply (being the higher of any **Excess** due).

3. Our Rights

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 **Property Policy**.

We will be entitled in **Your** name, at **Our** expense, 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.

General Claims Exclusions

Claims made under this **Policy** do not cover:

1. Deposits

Where the **Deposit** paid by the **Guest** is greater than or equal to the value of the claim.

2. 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; or
- sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false; or
- making a claim for any loss or damage **You** caused deliberately; or
- 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** in respect of the claim; and
- c) treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d) will not refund any premiums **You** have paid.

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.

This information may also be shared with the police and other insurers for fraud prevention purposes.

3. Legal Claims

Where something **You** have done or have failed to do has prejudiced **You** or the **Insurer** in respect of the action.

4. Non-Hosting Activity

- Any claims which are not a direct result of **Hosting Activity**.
- Any claims which are not as a result of a **Valid Booking**.

5. Non-Payment of Premium

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

6. Other Insurances and Guarantees

- 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 covered under another policy of insurance or guarantee.

7. Theft

Theft of items not proven to have been stolen in the **Theft** event.

General Policy Conditions and Exclusions

General Policy Conditions

These are the conditions of this **Policy** 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 invalidated:

1. Bookings

You must ensure there is a written agreement in place between the **Host** and the **Guest** setting out the terms of the **Hosting Activity**, or confirmation of a verbal agreement where the **Guest** are **Family** or friends.

2. Cancellation

Statutory cancellation rights

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** do not exercise **Your** right to cancel, **Your Policy** will continue, and **You** will be required to pay the premium.

Cancellation outside of the statutory period

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.

To cancel **Your Policy**, please notify **Your Agent**

If **You** are cancelling **Your Policy** with **Us**, make sure you have any appropriate alternative insurance cover in place before **Your Policy** ends.

Our right to cancel

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:

- Non-payment of premium.
- Threatening and/or abusive behaviour.
- Failure to provide documents.
- 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 (details of which are shown in the 'Fraudulent Claims' section under 'General Claims Exclusions').

3. Changes that may affect Your cover

You must tell **Your Agent** 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 Premises**.
- If any building or renovation works are due to take place.

- If there are any changes to the structure of the **Insured Premises**.
- If **You** or anyone that permanently resides with **You** 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 Agent**.

4. Eligibility Criteria

You meet with all eligibility criteria as detailed within the 'Eligibility' section of this **Policy**.

5. Governing Law, Jurisdiction and Use of Language

You and **We** can choose the law which applies to this **Policy**. **We** propose that the law of England and Wales applies. Unless **We** and **You** agree otherwise the law of England and Wales will apply to this **Policy**. All communications relating to this **Policy** will be in English.

6. 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 Agent** 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 **Your**

Agent 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.

7. Letting History

You agree to provide and/or give **Us** permission to access **Your** letting history with the **Platform**, if applicable.

8. Local Authority & Safety Regulations

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 comply with all appropriate fire safety regulations at the **Insured Premises**.

You must have in place a valid gas safety certificate, if required, at the **Insured Premises**.

9. Other Insurance

You must have a valid annual **Property Policy** in place during the **Period of Insurance** for this **Policy**.

10. Payment of Premium

You must pay all premiums that have become due.

11. Reasonable Precautions

- **You** must take all reasonable steps to prevent accident or injury and to protect **Insured Premises** and **Contents** against loss or damage.
- The **Insured Premises** must be kept in a good state of repair and free of any tripping or slipping hazards.

- **You** must provide adequate instruction to the **Guest** on the use of the **Insured Premises** during the **Hosting Activity**.
- The **Insured Premises** must be equipped with essential items, such as curtains, beds and furniture, essential for modern living.

12. Renovations

No **Guest** can stay at the **Insured Premises** if there are any renovations and/or structural alterations including extensions taking place.

General Policy Exclusions

This **Policy** does not cover:

1. Communicable Disease

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).

2. Computer Virus/Electronic Data

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**.

3. Cosmetic Damage

Damage or **Accidental Damage** that consists solely of scratches, marks or dents, where the functionality of the item is not affected.

4. Damage caused by You

- Any damage, or loss caused by **You**.
- Any deliberate act by **You/ the Host**, a member of the **Host's Family** or any person permanently residing at the **Insured Premises**.

5. Domestic Pets

Any loss or damage caused by domestic pets, including but not limited to, chewing, scratching, tearing and fouling.

6. Flat/Apartment Structures

Any loss or damage relating to external walls or roofs and communal areas for **Flat/Apartment Structures**.

7. Fraud

Where evidence of fraud, deception and falsehood, or deliberate omissions or misstatements have been found for any reason.

8. Motorised Vehicles

Any loss or damage caused by any motorised vehicle.

9. Professional/Domestic Cleaning

Any loss or damage that occurs because of professional or domestic cleaning.

10. Radioactive Contamination

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.

11. 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.

12. Sanctions

We shall not provide any benefit under this contract of insurance 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 imposed by law or regulation.

13. Sewage Pipes

Any loss or damage relating to blocked sewage pipes.

14. Terrorism

Any loss, damage, liability, cost or expense of whatever nature directly or indirectly caused, or happening through, or in connection with any act of **Terrorism**.

15. Valuable Items/Monies

Any loss or damage to:

- guns or sports equipment including scuba diving equipment; or
- audio, visual and computer software discs, cassettes, tapes including their packaging; or
- cash, credit cards, vouchers or equivalent.

16. Vermin

Any loss or damage caused by vermin.

17. War

Any loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.

18. Wear and Tear

Any loss or damage due to general wear and tear or anything which happens gradually, mould, rot, rust, mechanical or electrical breakdown, malfunction, fault or being used against manufacturers advice or inadequate workmanship or incorrect use of equipment.

Your Cover

All sections of cover listed below are applicable. However, the application of buildings sections 1a and 1b will be determined by **Your** property type.

Section 1a – Buildings – Insured Property

This section applies where the **Insured Premises** is not a **Flat/Apartment Structure** (**Flat/Apartment Structure** is covered under Section 1b)

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

- caused by a **Guest** or **Visitor** 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 £100.</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>The Excess of £100.</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> <p>Any amount over £1,000,000 in total per claim for escape of water or heating oil from water tanks, equipment or pipework.</p> <p>Malicious Damage which has not been reported to the police immediately after discovery and allocated with a valid crime reference number or equivalent.</p>

<p>Theft or attempted Theft.</p>	<p>The Excess of £100.</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 or Visitor.</p> <p>Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference number, or equivalent.</p>
<p>Loss or damage to the Insured Property or garden caused by the emergency services attending or gaining access to the Insured Property for a medical emergency, to help prevent loss or damage to the Insured Property or as part of their official duties.</p>	<p>The Excess of £100.</p> <p>Any amount over £5,000 in total per claim.</p>
<p>Theft or loss of keys to the Insured Property by a Guest or Visitor and replacement of the associated locks.</p>	<p>The Excess of £100.</p> <p>Any amount over £1,000 in total per claim.</p> <p>Theft or attempted Theft not proven to have been caused due to the actions of a Guest or Visitor.</p> <p>Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference number, or equivalent.</p>
<p>If the Insured Property is not habitable due to repairs being conducted following a covered claim under this Policy, We will pay for Reasonable Costs of alternative accommodation for the Host and their Family who reside with them in the Insured Property.</p>	<p>Any cost of/relating to food or drinks.</p> <p>Any amount over £200 per day.</p> <p>Any amount over £20,000 in total per claim.</p>

<p>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.</p>	<p>Any amount over £50 per day.</p> <p>Any amount over £5,000 in total per claim.</p>
<p>If the Insured Property is not habitable due to repairs being required following a covered claim under this Policy, We will pay for the Reasonable Costs of alternative accommodation for Guests who were staying at the Insured Property at the time of the incident leading to a claim.</p> <p>We will also pay any cancellation charge, fee or penalty applied by a booking Platform for subsequent cancellations of Valid Bookings as a result of the Insured Property not being habitable following an insured incident.</p>	<p>Any amount over £150 per day and any amount over £5,000 in total per alternative accommodation claim.</p> <p>Any amount over £200 for cancellation charges, fees or penalties.</p> <p>Any claims for cancellation charges, fees or penalties for any bookings made after You became aware of a potential claim.</p> <p>Any claim where there is no evidence of a booking.</p>

Section 1b – Buildings – Flat/Apartment Structures

This section applies where the **Insured Premises** is a **Flat/Apartment Structure**.

This section covers the **Flat/Apartment Structure** against physical loss or damage:

- caused by a **Guest** or **Visitor** 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** caused by one of the perils listed below.

What is Covered	What is not Covered
Fire, Smoke and Explosion.	The Excess of £100. Any amount over £50,000 in total per claim for Fire, Smoke and Explosion.
Accidental Damage. Malicious Damage. Escape of water or heating oil from water tanks, equipment or pipework.	The Excess of £100. Any amount over £50,000 in total per claim for Accidental Damage and/or Malicious Damage . 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). Any amount over £50,000 in total per claim for escape of water or heating oil from water tanks, equipment or pipework. Malicious Damage which has not been reported to the police immediately after discovery and allocated with a valid crime reference number or equivalent.
Theft or attempted Theft .	The Excess of £100. Any amount over £20,000 in total per claim. Theft or attempted Theft not proven to have been caused due to the actions of a Guest or Visitor .

	<p>Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference number, or equivalent.</p>
<p>Loss or damage to the Insured Premises or garden caused by the emergency services attending or gaining access to the Insured Premises for a medical emergency, to help prevent loss or damage to the Insured Premises or as part of their official duties.</p>	<p>The Excess of £100.</p> <p>Any amount over £5,000 in total per claim.</p>
<p>Theft or loss of keys to the Insured Premises by a Guest or Visitor and replacement of the associated locks.</p>	<p>The Excess of £100.</p> <p>Any amount over £1,000 in total per claim.</p> <p>Theft or attempted Theft not proven to have been caused due to the actions of a Guest or Visitor.</p> <p>Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference number, or equivalent.</p>
<p>If the Insured Premises is not habitable due to repairs being conducted following a covered claim under this Policy, We will pay for Reasonable Costs of alternative accommodation for the Host and their Family who reside with them in the Insured Premises.</p>	<p>Any cost of/relating to food or drinks.</p> <p>Any amount over £200 per day.</p> <p>Any amount over £20,000 in total per claim.</p>
<p>If the Insured Premises 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.</p>	<p>Any amount over £50 per day.</p> <p>Any amount over £5,000 in total per claim.</p>
<p>If the Insured Premises is not habitable due to repairs being conducted following a covered claim under this Policy, We will pay for Reasonable Costs of alternative accommodation for Guests who were staying at the Insured</p>	<p>Any amount over £150 per day and any amount over £5,000 in total per alternative accommodation claim.</p> <p>Any amount over £200 for cancellation charges, fees or penalties.</p>

Premises at the time of the incident leading to a claim.

We will also pay any cancellation charge, fee or penalty applied by a booking **Platform** for subsequent cancellations of **Valid Bookings** as a result of the **Insured Premises** not being habitable following an insured incident.

Any claims for cancellation charges, fees or penalties for any bookings made after **You** became aware of a potential claim.

Any claim where there is no evidence of a booking.

Section 2 – Contents

This section covers the **Contents** at the **Insured Premises** against loss or damage:

- caused by a **Guest** or **Visitor** 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 £100.</p> <p>Any amount over £100,000 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 £100.</p> <p>Any amount over £40,000 in total per claim for Accidental Damage and/or Malicious Damage.</p> <p>Valuables and Electrical Valuables, where the replacement value of a single article exceeds £5,000.</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>Any amount over £20,000 in total per claim for Valuables and Electrical Valuables.</p> <p>Any amount over £100,000 in total per claim for escape of water or heating oil from water tanks, equipment or pipework.</p> <p>Malicious Damage which has not been reported to the police immediately after</p>

	discovery and allocated with a valid crime reference number or equivalent.
Theft or attempted Theft .	<p>The Excess of £100.</p> <p>Any amount over £20,000 in total per claim.</p> <p>Valuables and Electrical Valuables, where the replacement value of a single article exceeds £5,000.</p> <p>Theft or attempted Theft not proven to have been caused due to the actions of a Guest or Visitor.</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 immediately after discovery and allocated with a valid crime reference number, or equivalent.</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 or Visitor.</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>Contents which are stolen, fraudulent, counterfeit, invalid or to which the Host is not entitled for any reason.</p>
Loss or damage to Contents in the Insured Premises or garden caused by the emergency services attending or gaining access to the Insured Premises for a medical emergency, to help prevent loss or damage to the Insured	<p>The Excess of £100.</p> <p>Any amount over £5,000 in total per claim.</p>

Premises or as part of their official duties.	
Damage to Contents and the cost of fumigation services that occurs due to infestation of pests where the infestation is attributable to the Guest or Visitor .	<p>The Excess of £100.</p> <p>Any amount over £1,000 in total per claim.</p>
Fatal Bodily Injury to You taking place at the Insured Premises and being caused as a direct consequence of Hosting Activities .	<p>Any amount above £10,000 for each Insured person.</p> <p>Ongoing medical conditions.</p> <p>Where the cause of the fatal injury cannot be attributed to a single accidental event.</p>

How much we will pay

Policy limits are contained within this **Policy** document.

The most **We** will pay for any one event or series of events is the amount shown in the relevant section.

We may appoint an approved contractor or supplier to act on **Our** behalf to validate **Your** claim and who will be authorised to arrange a quotation, repair or replacement.

Buildings

At **Our** option **We** will:

- pay the cost to repair, rebuild or replace the **Insured Premises**, or
- make a cash settlement to the value of the lowest of:
 - the reduction in the value of the **Insured Premises** as the result of the damage; or
 - the estimated cost of repairs to the **Insured Premises**, if the repairs had been carried out without delay

If the **Insured Premises** 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 Premises**.

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

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

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

Contents

At **Our** option **We** will:

- pay the cost to replace or repair **Your Contents**, or
- make a cash settlement for lost or damaged **Contents** after making an allowance for wear and tear.

If **We** offer to repair or replace any item and **You** ask **Us** to pay **You** the cash value, **We** will not pay **You** more than the amount it would cost **Us** to repair or replace the item through **Our** preferred supplier.

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** or **Visitor**. **We** will not make any payment under this **Policy** unless **You** have received payment from the **Guest** for the booking. If a **Deposit** has been taken from the **Guest** which is more than the **Policy Excess**, **We** will deduct the amount of **Deposit** that exceeds the **Excess** amount from the claim settlement.

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** or **Visitor** damage occurred during a **Valid Booking**.

Section 3 - Loss of income following a claim

This section covers for **Loss of Income** due to a claim under Section 1a, Section 1b or Section 2 of this **Policy**.

What is Covered	What is not Covered
<p>If the Insured Premises is not habitable for the purposes of Hosting Activity due to:</p> <ul style="list-style-type: none">• repairs being conducted; or• replacement items being sourced <p>following a successful claim under Sections 1a, 1b or 2 of this Policy, We will pay for Loss of Income for Hosting Activity at the Insured Premises incurred by the Host.</p>	<p>Any amount over £10,000 in total per claim.</p> <p>Any claim for Loss of Income where the booking was made after the insured event.</p> <p>Any bookings made for the immediate 14 complete days after the insured event.</p> <p>Any booking where there is no contractual written agreement of the booking prior to the insured event.</p>

Section 4 - Electric and Hybrid Home Charging Units

This section covers **Charging Points** for which **You** are responsible for, and which are permitted to be used as part of **Hosting Activity** during a **Valid Booking** and are located at the **Insured Premises**, against loss or damage:

- caused by a **Guest** or **Visitor** 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
Accidental Damage	Any amount over £1,500 in total per claim.
Malicious Damage	Any event caused by the incorrect use of the Charging Points by You .
Theft or attempted Theft	Any event caused by the improper installation and/or maintenance of the Charging Points .
	Non-adherence to relevant local authority, installation or legal guidelines and regulations.
	Malicious Damage which has not been reported to the police immediately after discovery and allocated with a valid crime reference number or equivalent.
	Theft or attempted Theft not proven to have been caused due to the actions of a Guest or Visitor .
	Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference number, or equivalent.

Section 5 - Your Liability to Others

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** or a **Visitor**

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 **£5,000,000** (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. • Bodily Injury to a third party or the Guest or a Visitor. 	<p>The Excess of £100.</p> <p>Any amount over £5,000,000 (including any legal costs) for each claim.</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 Premises.</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</p>

installer is liable for damages under a guarantee or other insurance.

Liability relating to **Charging Points** which are subject to a product recall.

Liability for any criminal or violent act by **You**, the **Host**, the **Host's Family**, the **Guest** or **Visitor** or any other permanent resident at the **Insured Premises**.

Claims arising out of **Your** or **Your** employees doing anything for or to a third party.

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.

Liability resulting from the use or ownership of:

- Electrically and mechanically powered vehicles or trailers attached to such vehicles, except garden machinery.
- Pedal cycles and E-bikes.
- 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 Premises**.

Any liability for any type of pollution or contamination unless this was caused by an accidental, sudden, unexpected and unintended incident at the **Insured Premises** during the **Hosting Activity**.

Any liability that is caused by any act or omission of a **Guest** or **Visitor** where the **Guest** or **Visitor** is also legally liable.

Any liability relating to the provision or supply of food or drink.

Liability for or relating to the **Theft** of or damage to the property of a **Guest** or **Visitor**.

Any liability relating to sporting equipment of any kind.

Any liability relating to, arising out of, or in connection with the use of a swimming pool.

Section 6 - Legal Expenses

The **Insurer** for this section is ARAG (detailed under the 'Your Insurers' section of this Policy).

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, Isle of Man, Channel Islands 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.

Definitions

These definitions apply throughout this section only and are in addition to the definitions in the 'About this policy' section of this **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.

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

We/Us/Our: The **Insurer** of this section is ARAG plc and is underwritten by ARAG Legal Expenses Insurance Company 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**.
- 5) This **Policy** will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

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
1. Contract A dispute arising out of an agreement or alleged agreement which has been entered into by the Insured for:	Any claim arising from or relating to: <ul style="list-style-type: none"> the Insured's business activities, trade, venture for gain, profession or employment, other than Hosting Activity.

<p>a) buying or hiring consumer goods or services for the Insured Premises that the Insured has let or intends to let to Guests.</p> <p>b) privately selling goods.</p>	<ul style="list-style-type: none"> • a dispute with a tenant or leasee where the Insured is the landlord or lessor and the tenant or leasee is not a Guest. • 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 Premises where the contract value exceeds £6,000 including VAT.
<p>2. Repossession</p> <p>An action to evict a Guest from Your Insured Premises 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 or Visitor 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 contained within the 'General Policy Conditions and Exclusions' section of this **Policy**.

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.
 - f. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
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**.

Legal Expenses Conditions

The following conditions apply to this section in addition to General Conditions contained within the 'General Policy Conditions and Exclusions' section of this **Policy**.

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
 - a) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
 - b) 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 **Us** 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, 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 in the 'Complaints' section of this **Policy** 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** may become void and all benefit under it may be lost.
- b) An **Insured** shall at all times be entirely truthful, accurate 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** claim,

the **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.

Privacy Notices

Using your personal information

Please note that any information provided will be processed by Pikl Insurance Services Ltd and our agents in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

For full details of how Pikl holds your data please refer to the privacy statement found at www.pikl.com

Prestige Underwriting privacy statement

Data Protection Notice

This notice explains how Prestige Underwriting Services Limited ("We/Us/Our") will use your personal data.

Our Details

We are a wholly owned subsidiary of Prestige Insurance Holdings Limited. We are the Data Controller for any personal data you supply to us in accordance with the General Data Protection Regulations, the Data Protection Act 2018 and any other relevant national law.

You can find this notice on our website at www.prestigeunderwriting.co.uk or a copy can be provided in writing on request. If you have any queries about the use of your information you can put any queries in writing to, Data Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN.

The data we receive

We may obtain personal data from you directly or from someone you have authorised to supply personal data on your behalf, such as your Broker. We only will obtain data that is necessary for the performance and arrangement of your contract, for our legitimate interests as an insurance intermediary and for compliance with any legal obligation. This data may consist of the following:

- Your name, date of birth and contact details (including home address, telephone number and e-mail address);

- Details of the risk to be covered by the policy (for example vehicle make and registration)
- All other personal information that is necessary to provide a quote and to maintain any policy;
- Details of all previous quotes requested from us even if a policy was not arranged;
- Details of lapsed policies held with us;
- Details of claims on policies held with us;
- Your payment details, your payment history, details of any credit agreements and any debt management processes.

When it is necessary for the performance of the contract, we may require you to supply sensitive information related to your health, motoring offences, unspent criminal convictions, and union membership.

If you are unable to provide the required information, we may not be able to offer you insurance or continue with cover.

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

If you provide us information relating to other individuals (for example named drivers) you should ensure that those individuals are aware that we will use their details for the purposes outlined in this notice and direct them to this notice for full information.

In order to prevent and detect fraud we may (at any time) obtain information about you from other organisations and public bodies (including the Police) and check and/or file your details with fraud prevention agencies and databases.

Any information shared with us from other bodies can be used in our decision making process.

How we will use your data

Your personal information may be used by us for the following lawful purposes:

1. Processing that is necessary for the performance and arrangement of your contract of Insurance with us including:
 - to make a decision whether we choose to accept or decline the proposed risk;
 - to calculate your premium and policy terms;
 - to service your policy;
 - to maintain our records;
 - to confirm your identity and to prevent fraud;
 - to investigate and resolve any complaints;
 - to deal with any claims you should submit under your policy;
 - to verify the information, you provide;

- to undertake internal quality monitoring and external audits;
2. Our legitimate interests as an underwriting agency:
- To determine our underwriting and pricing strategies
 - To inform you of related insurance products, services and offers from us and the Prestige Insurance Holdings Group while you have existing products with us;
 - To carry out market research, statistical analysis including customer profiling to enable us to enhance our service and to develop new products;
 - To provide information to your Broker, Loss Adjustors, Underwriter, Finance Provider or any other 3rd party with an interest in the policy for the purposes including but not limited to quality control, audit, complaint investigation, fraud prevention and claims handling;
 - To seek feedback, issue surveys and contact you regarding the service we have provided to allow us to review and improve our customer care;
 - To undertake training of our staff.
3. Where required by law:
- To supply information to law enforcement agencies, our regulators, other statutory bodies, your Insurer and Finance Provider when we believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law;
 - To carry out sanctions, anti-money laundering and anti-fraud controls.
4. With your consent:
- To inform you of related products and services supplied by carefully chosen 3rd parties.

Data Retention

We will only hold your personal data for as long as we are required by law and by our regulators.

Transfer to 3rd parties and outside the UK/EU

In order to deliver our services to you, we may transfer data to the following 3rd parties:

- Insurers and Intermediaries for the purposes of arranging and underwriting cover, auditing and quality monitoring, complaint handling and investigating fraud.
- Insurers and Intermediaries to verify No Claims Bonus and claims history.
- Suppliers who provide necessary services required to handle any claim by or against you (For example Surveyors, Loss Adjustors, Engineers, Vehicle Repairers).
- To Insurers, Intermediaries, Claim Handling firms and Solicitors appointed to deal with a claim made by you or against you.

- IT and system providers to facilitate electronic data transfers, the provision of technical support and system development.
- Service providers who supply telephony, SMS, email or other messaging systems to contact about an existing policy or quotes as well as for the purpose of marketing under our legitimate interests as an Underwriting Agency.
- To the Financial Ombudsman Service as part of the complaint resolution process.
- To law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law.
- Credit Reference Agencies to verify your identity, prevent fraud or to determine the most appropriate payment option.
- Companies and agencies that carry out sanctions, anti-money laundering and anti-fraud controls*
- Finance Providers if you agree to pay by Direct Debit
- Debt Recovery firms, Solicitors and Civil Courts if required to recover unpaid funds still contractually due or funds obtained by fraud or deception.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the UK.

*We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

Credit Searches

If you consent to a credit search it will be a soft search which is only visible to you (if you request a copy of your credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect your credit file. The search will be visible on your credit report, but it will not affect your credit rating as it is not an application for credit. The credit reference agencies may add the details of our searches and information that they hold about you to their records relating to you.

Marketing

We will not share or sell your details with any 3rd party for marketing purposes without your express permission.

We will collect personal data from our website, social media accounts and if you sign up to features including document portals. This will be used to manage any existing agreement you may have with us and under our legitimate interest to inform you of the products and services we offer. We will also use the data when necessary to answer a query you have made or if required to as part of a competition or activity that you have entered. Information supplied via social media may also be held or processed by the social media company in line with their own privacy policies.

We may contact you by post, telephone, email and SMS to inform you of related insurance products, services and offers from us and the Prestige Insurance Holdings Group while you have existing products with us.

Should you wish to withdraw from marketing or amend the methods we use to contact you please contact us on 08000 327 327 or write to Customer Services, 10 Governors Place, Carrickfergus, BT38 7BN.

When required we will also include an unsubscribe option on marketing SMS messages and emails that we will send that will stop any future contact. There may be a one-off charge by your network provider for sending an unsubscribe SMS message to us.

Call Recording

Telephone calls to us and received from us will be recorded for training and quality purposes. Call recordings may also be supplied to the Insurer, intermediary or appropriate 3rd parties if required to investigate a claim or complaint and for the detection and prevention of criminal activity or fraud.

Your Rights

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within a month of us receiving a valid request. If you wish to obtain information held by the insurer you must contact them directly.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

If you wish to avail of these rights please write to the Data Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN or call us on 08000 66 55 44 for more information.

The Information Commissioner

You can find more details about data protection from the Information Commissioner's Office at www.ico.org.uk. You can also contact the Information Commissioner if you believe we have not complied with our obligations.

ARAG privacy statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website <https://www.arag.co.uk/data-legal/privacy-notice/>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.



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 Insurance Services Limited are appointed Agents of Prestige Underwriting Services Limited and ARAG plc and are authorised and regulated by the Financial Conduct Authority under reference 773457.

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