



Property Host Insurance

Policy Wording



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About this policy

This insurance is arranged by Pikl Insurance Services Ltd (Pikl) and is underwritten by **Your Insurers** as shown on **Your Policy** schedule.

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.

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.

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 use the contact details on **Your Policy** schedule.

For more information on what to do after **You** have made a claim, please see 'What You Must Do After Making A Claim' in the 'General Policy Conditions and Exclusions' section of this **Policy**.

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 to explain what this insurance covers and does not cover.
- these will help to 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 schedule confirms who the **Insurer(s)** are for **Your Policy** or section of **Your Policy**.

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**.

Complaints

In the event that **You** wish to make a complaint regarding **Your Policy** or claim please follow the complaints procedure shown on **Your Policy** schedule.

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 in the assumptions in **Your Policy** schedule.

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 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.

Family: Husband, wife, partner (a person living with them as though married),, civil partner, children (including adopted and foster children), and any other immediate family.

Flat / Apartment Structure: Fixtures and Fittings and internal walls, 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 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**; and

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

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

Insurer: The companies or firms stated on **Your Policy** schedule as Underwriters of **Your Policy**.

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, 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**.

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 Property**.

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 Public Liability cover.

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.

We/Us/Our/Insurer: The **Insurer** as shown on **Your Policy** schedule and/or the **Agent**.

You/Your/Insured: The person(s) or company 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 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.

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 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 Agent**.

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 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:

- 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 (details of which are shown in the 'Fraudulent Claims' section under 'General Policy Conditions and Exclusions').

Payment of Premiums

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

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** damage has occurred during a booking.

For example **We** may request copies of **Your** letting history, 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 reasonably 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 Conditions

We will not make any payment for any loss occurring whilst any of the following 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:

- **You** agree to provide and / or give **Us** permission to access **Your** letting history with the **Platform**, if applicable.
- **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.
- **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 Premises** if there are any renovations and/or structural alterations including extensions taking place.
- The **Insured Premises** 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 Premises** and **Contents** against loss or damage.
- **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**.
- **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 on **Your Policy** schedule.
- 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 **Guest** arrive. **We** will require evidence of this.
- **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.
- **You** are required to 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. **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 **Property 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's Family** or any person permanently resident at the **Insured Premises**.
- 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; or
 - audio, visual and computer software discs, cassettes, tapes including their packaging; or
 - cash, credit cards, vouchers or equivalent.
- Any loss, damage or **Accidental Damage** caused by any motorised vehicle.
- **Theft** of items not proven to have been stolen in the **Theft** event.
- Any loss, damage or **Accidental Damage** that occurs because of professional or domestic cleaning.
- 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**.
- 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.
- 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 anything which happens gradually, mechanical or electrical breakdown, malfunction, fault or being used against manufacturers advice or inadequate workmanship or incorrect use of equipment.
- Loss or damage caused by domestic pets, including but not limited to, chewing, scratching, tearing and fouling.

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

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 imposed by law or regulation.

What Rights We Have

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.

Governing Law and Jurisdiction

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**.

Your Cover

Your Policy schedule will confirm which sections listed below apply to **Your Policy**.

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** 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.	The Excess of £100. Any amount over £1,000,000 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 £80,000 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 £1,000,000 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.	<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.</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>
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.	<p>The Excess of £100.</p> <p>Any amount over £5,000 in total per claim.</p>
Theft or loss of keys to the Insured Property by a Guest and replacement of the associated locks.	<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.</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>
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 of alternative accommodation for the Host and their Family who reside with them in the Insured Property .	<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>
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>Any amount over £50 per day.</p> <p>Any amount over £5,000 in total per claim.</p>

If the **Insured Property** is not habitable due to repairs being required following a covered claim under this **Policy**, **We** will pay 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.

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.

Any amount over **£150** per day and any amount over **£5,000** in total per alternative accommodation claim.

Any amount over **£200** for cancellation charges, fees or penalties.

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 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** 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.	<p>The Excess of £100.</p> <p>Any amount over £30,000 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 £30,000 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 £30,000 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>
Theft or attempted Theft .	<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.</p> <p>Theft or attempted Theft which has not been reported to the police immediately</p>

	after discovery and allocated with a valid crime reference number, or equivalent.
Loss or damage to the Insured Premises or garden following emergency services attending the Insured Premises to mitigate damage to the Insured Premises or provide medical assistance.	<p>The Excess of £100.</p> <p>Any amount over £5,000 in total per claim.</p>
Theft or loss of keys to the Insured Premises by a Guest and replacement of the associated locks.	<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.</p> <p>Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference, or equivalent.</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 of alternative accommodation for the Host and their Family who reside with them in the Insured Property .	<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>
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>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 the Reasonable Costs of alternative accommodation for Guests who were staying at the Insured Premises 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 Premises 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 2 – Contents

This section covers the **Contents** at the **Insured Premises** against 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 £100.</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 £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 £75,000 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>

Theft or attempted Theft.

The Excess of £100.

Any amount over £20,000 in total per claim.

Valuables and Electrical Valuables, where the replacement value of a single article exceeds £5,000.

Theft or attempted **Theft** not caused by a **Guest**.

Theft of items where **Host** ownership cannot be proven by presentation of a receipt.

Theft of cash, credit cards, vouchers or equivalent.

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.

Theft or attempted **Theft** of **Valuables** unless they are kept in a locked safe or locked room that is inaccessible by the **Guest**.

Laptops, tablets and phones unless they are kept in a locked room when left unattended and out of sight.

Valuables and Electrical Valuables left in outbuildings, garages and the open.

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 £100.

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 £100.

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

Policy limits are contained in **Your** schedule and this **Policy** booklet.

The most **We** will pay for any one event or series of events is the amount shown on **Your** schedule.

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** 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:

- replace or repair, 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**. **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** damage occurred during a booking.

Section 3 - Loss of income following a claim

Your Policy schedule will confirm if this section applies to Your Policy.

This section covers for **Loss of Income** due to a claim under Section 1a, Section 1b and 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

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 Premises**.

What is Covered	What is not Covered
Accidental Damage to the Charging Points caused by the Guests .	Any amount over £1,500 in total per claim.
Malicious Damage to the Charging Points caused by the Guests .	Any event caused by the incorrect use of the Charging Points by You .
Theft of the Charging Points caused by the Guests .	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.
	Theft or attempted Theft not proven to have been caused due to the actions of a Guest .
	Malicious Damage, Theft or attempted Theft which has not been reported to the police immediately after discovery and allocated with a valid crime reference, or equivalent.

Section 5 - 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 **£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. 	<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 installer is liable for damages under a guarantee or other insurance.</p>

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 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** where the **Guest** 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**.

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 detailed on **Your** schedule.

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.

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 Adviser** 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 as detailed on **Your Policy** schedule.

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: <ol style="list-style-type: none"> a) buying or hiring consumer goods or services for the Insured Premises that the Insured has let or intends to let to Guests. b) privately selling goods. 	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. • 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

	<p>insurance products, savings or investments.</p> <ul style="list-style-type: none"> • 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 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 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** may become void and all benefit under it may 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** 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.



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.

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