

GUARDHOG

For: Leftit

Customer damage insurance
Policy wording

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An integrated insurance solution for Leftit Limited customers.

Please read this wording, together with any endorsements and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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Our promise to you

In return for the premium **you** have paid, **we** agree to insure **your customers** in accordance with the terms and conditions of the **policy**.

Complaints procedure

GUARDHOG aims to ensure that all aspects of **your Customers'** insurance are dealt with promptly, efficiently and fairly. At all times GUARDHOG are committed to providing **Customers** with the highest standard of service. If **your Customers** have any concerns about the **policy** or are dissatisfied about the handling of a claim and wish to complain **your Customers** should, contact GUARDHOG Customer Relations in writing at:

GUARDHOG HQ 1a May Road Twickenham TW2 6QW United Kingdom

or by telephone on +44 (0)207 199 6610 or by email at info@guardhog.com.

Where **you** are not satisfied with the final response from GUARDHOG, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General Terms and Conditions

Definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Amount insured	The most we will pay will be £750 per booking .
Booking	A confirmed transaction between a customer and a host for the customer to store a single item with the host . Multiple concurrent bookings may happen between a customer and a host .
Confiscation	Confiscation , nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Customer	A user of yours who stores their luggage at your host's which are listed on your website via a confirmed booking .
Damage	Theft, or damage to tangible luggage while stored at a Host .
Endorsement	A change to the terms of the policy .
Excess	The amount the customer must bear as the first part of each agreed claim or loss.
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which belong to the customer or for which the customers are legally responsible. We do not include valuables within this definition.
Geographical limits	Bookings located in the United Kingdom.
Host	A listing on your website providing storage space for customers .
Member	Your customers and hosts .
Money	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.
Luggage	Personal possessions that belong to your customer or for which your customers are legally responsible. We do not include, valuables , fine art , or money within this definition.
Nuclear risks	a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in your schedule .
Policy	This insurance document and the schedule , including any endorsements.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

Valuables	Jewellery, gemstones, watches, furs and guns or electronics worth more than £250 which belong to the customer or for which the customer is legally responsible.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
Website	www.leftit.co.uk
We/us/our	The insurer named in the schedule.
You/your	Leftit Limited

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

1. Presentation of the risk

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

2. Misrepresentation

- a. If **we** establish that **you** or your **hosts** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payments made by **us** that **we** would not have paid if such terms had been in effect;
 - ii. if **we** would have provided this **policy** but charged a higher premium, **we** may reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged if **you** had fairly presented the risk to **us**. This remedy may apply in addition to b.i. above.

3. Changes of circumstances

You must tell **us** as soon as reasonably possible:

- a) of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance).
- b) **you** must make a fair presentation of the risk, in accordance with General Condition 1. **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.

4. If you fail to notify us of a change of circumstances

- a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of; or
 - ii. comply with the obligation in General condition 1. to make a fair presentation of the risk to **us** when providing **us** with information in relation to:
a change of circumstances in accordance with General condition 3, **we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective;
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss;
 - iii. if **we** would have provided this **policy** but charged a higher premium, **we** may reduce the amount **we** pay for a claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged from the date when **your** circumstances changed if **you** had made a fair presentation of such change to **us**. This remedy may apply in addition to b.ii. above.

5. Reasonable precautions

You and **your members** must take reasonable steps to prevent accident or injury and to protect **luggage** against loss or **damage**. **You** and **your members** must keep any **luggage** insured under this **policy**, and **hosts**, in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, **damage**, accident or injury occurring in the circumstances in which it occurred

6. Premium payment

We will not make any payment under this **policy** until **you** have paid the premium.

7. Cancellation

You can cancel the **policy** within the first 14 days of the **period of insurance**. After an initial period of 12 months, **you** must give **us** 90 days' written notice if **you** wish to cancel the **policy**.

If **we** have not received a premium instalment 14 days after the due date each month, **we** may cancel the **policy**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

We can cancel the **policy** at any time by giving 30 days' written notice.

8. Changes to policy terms and premium

We may at our discretion amend the premium or terms of the **policy**. If you are unhappy with our proposed amendments, you will have the option to decline to continue with the **policy** from the date of the proposed change. We will give you at least 90 days' notice of any changes.

If, following notification of a proposed change to the premium or terms of the **policy**, you decide not to continue the **policy**, we will give you a pro rata refund of the premium for the remaining portion of any period for which you have already paid. However, we will not refund any premium under £20.

9. Multiple insureds

The most we will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one insured.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

10. Aggregate limits

Where the **policy** specifies a limit applying to the total of all claims or losses of a particular type or under a particular section of the **policy**, all such limits will automatically be reinstated on each anniversary date, even if that date falls less than a year after you first took out cover under the corresponding section of the **policy**.

The limit will be the most we will pay in respect of our liability to you arising during each cover period in respect of all relevant claims or losses. This includes liabilities arising after the cover period in respect of matters first notified and accepted, or incidents arising, during the cover period.

11. Rights of third parties

Nothing in this **policy** is intended to give any person, other than customers, any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12. Other insurance

We will not make any payment under this **policy** where you or your members would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the amount we will pay under this **policy** will be reduced by the amount payable under such other insurance.

13. Cover under multiple sections

Where you, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to you or the party entitled to cover.

14. Governing law

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

15. Arbitration

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** and **your Customer's** must also comply with the conditions shown in each section of the **policy** under the heading **Your** and **Your Customers'** obligations.

1. Your customer's obligations

We will not make any payment under this **policy** unless **your customer**:

- a. makes a demand against their **host** seeking compensation for any **damage** or theft
- b. in the case of theft has reported to the police, as soon as reasonably possible, and obtained a crime reference from them;
- c. provide **us** with the appropriate documentation to support the claim, including but not limited to an itemised breakdown of all items that have suffered **damage**

2. Your obligations

You must:

- a. tell **us** as soon as possible, and in any event within 7 days, of any incident which **your customers** may need to claim for under this **policy**; and
- b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your customers** name but at **our** expense.

3. Fraud

If **you**, or **your members** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a) **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b) **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c) **You** or **your members** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d) **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

For the avoidance of doubt, singular acts by individual **customers** or **hosts** of deceit, giving false information or making a fraudulent claim will not be deemed as cause to terminate or void this **policy** if **you** were not aware of them.

Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.