



# Host Protection Insurance Summary

UPDATED ON NOVEMBER 16, 2016

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## COVERAGE



### **What is Host Protection Insurance?**

The Host Protection Insurance Program (“HPI Program”) covers Hosts, in certain countries, if they have legal liability for bodily injury or property damage to guests, or others, as a result of an event that happens during a guest’s stay at a covered accommodation. The HPI Program does not provide coverage for damage or loss to the Host’s own property or accommodation. For this type of host property damage, see our **Host Guarantee Program**.

The HPI Program provides coverage through a policy issued by a Lloyd’s of London participating insurer. In some jurisdictions, including China, India, and Japan, where a locally issued policy is required, we have secured coverage through Zurich. There is no additional cost to Hosts for participation in the HPI Program.

Coverage under the HPI Program is primary. This means that it isn’t necessary for Hosts to make claims against their Homeowner’s or Rental Insurance before getting coverage for a claim under the HPI Program. See below for information on how to **report claims under the HPI Program**.

### **Countries included:**

HPI Program coverage currently extends to Hosts in Australia, Canada, China, France, Germany, India, Ireland, Italy, Japan, The Netherlands, New Zealand, Portugal, Singapore, Spain, United Kingdom and United States.

### **When does the policy begin and end?**

The current term of the policy underlying the HPI Program began on October 22, 2015 and ends December 31, 2016. We will update this information if there are any changes to the HPI Program as a result of the policy renewal in December, 2016, as soon as it becomes available.

## ELIGIBILITY



### **Eligible for coverage:**

Hosts are covered under the HPI Program if the incident that results in legal liability for either a bodily injury or property damage claim arises during a guest's stay at the Host's Airbnb accommodation, which occurred during the rental period.

#### **1. Accommodation**

Accommodation is a residential or other property that is owned or controlled by a Host and listed on Airbnb.

#### **2. Host**

Host is a person or entity who lists their Accommodation on Airbnb. Host also includes a person providing host related services on behalf of the Host, including full or part time domestic staff, family members and roommates.

Anyone otherwise living at the Accommodation is included as an additional insured to the extent of claims brought against the Host. The Host's Landlord, Homeowners Association or Condo-Owners Association, or any other similar entity of which the Host is a member, is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the Host's Accommodation, including related common areas, during an Airbnb Stay.

#### **3. Airbnb Stay**

An Airbnb Stay begins on the check in date and ends on the checkout date from the Accommodation. There must be an actual Airbnb Stay in order for the coverage to apply; cancelled Airbnb Stays and no-show situations are not entitled to coverage.

## ELIGIBILITY, CONTINUED



### **What locations are covered:**

Covered locations are Accommodations (residential or other property “location”) which are:

- Owned or controlled by the “Host”;
- Listed on the Airbnb website; and
- Booked and occupied by a third party using the Airbnb website who has consented to the Airbnb terms of service

Accommodations can include mobile homes, buses, air streams, tree houses and other such locations but only to the extent that they are parked and being used as an Accommodation. Watercraft are also covered when being used as Accommodations.

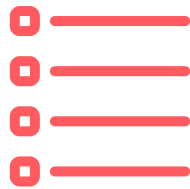
### **Limits of liability:**

USD 1,000,000 each occurrence, with a total limit available per location of USD 1,000,000 during the HPI Program policy term (generally an annual term).

### **What is covered under the HPI Program?**

Coverage applies to claims for bodily injury or property damage where the Host has legal liability. If coverage is available for claim, that coverage includes many of the costs to investigate a claim involving a Host, and to provide a legal defense, if necessary.

## EXCLUSIONS



### What are the main items excluded from the HPI Program?

The HPI Program excludes:

**Aircraft, auto and mobile equipment** – injury or damage connected in any way to aircraft, autos, and mobile equipment, except where these are listed on Airbnb and being used as Accommodations. To be an Accommodation, the Aircraft, Auto, or Mobile equipment must be parked.

**Assault and battery** – any loss or expense caused by, arising out of, or resulting directly or indirectly, in any way from assault and/or battery of any person committed by or alleged to have been committed by any insured.

**Chinese drywall** – injury or damage arising from, or connected in any way to drywall, plasterboard, sheetrock, gypsum board, or any materials used in the manufacture of drywall used in the construction of interior walls, that were manufactured in, originated from, or exported from China or incorporated any component parts or materials made in, originated from, or exported from China.

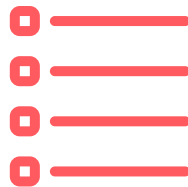
**Communicable disease** – any loss or damage arising out of the actual or alleged transmission of a communicable disease.

**Contractual liability** – liability for injury or damage where the insured is obligated to pay damages they have assumed in a contract or agreement. This exclusion doesn't include legal liability the insured would have without a contract or agreement.

**Cross suits** – any claims brought by one insured against another.

**Distribution of material in violation of statutes** – injury or damage arising directly or indirectly out of any action or omission that violates or is alleged to violate any statute, ordinance or regulation, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

## EXCLUSIONS, CONTINUED



**Electronic data** – damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

**Employment related practices** – any bodily injury arising out of refusal to employ a person; termination of a person’s employment; or and employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person. This exclusion applies whether the injury-causing event occurs before employment, during employment or after employment of that person, and whether the insured may be liable as an employer or in any other capacity.

**Expected or intended injury** – injury or damage the insured intended to happen, or should have expected to happen. For example, if a Host were to deliberately destroy property of a guest, this coverage wouldn’t apply, even if the Host were legally responsible for that damage.

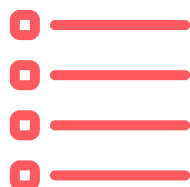
**Exterior finish or insulation systems** – injury or damage related in any way to “exterior insulation and finish systems” or any part of them, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

**Fungi or bacteria** – injury or damage arising from or connected to inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents. This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in, a good or product intended for consumption.

**Liquor liability** – injury or damage for which any insured may be held liable because they:

- Caused or contributed to the intoxication of any person
- Provided alcoholic beverages to a person under the legal drinking age or under the influence of alcohol

## EXCLUSIONS, CONTINUED



- Violated any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion only applies if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**Loss of, or damage to, certain property** – property damage to:

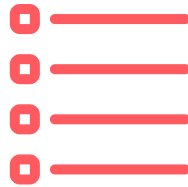
- property you own, rent or occupy
- property loaned to you
- personal property in the care, custody or control of the insured.

Certain types of losses that would normally only be covered if you make products or work as a contractor at a location. These excluded losses involve property damage to:

- the exact part of any real property that you, or any contractors or subcontractors are working on, if the property damage arises from that work.
- the exact part of any property that must be restored, repaired, or replaced, because your work was incorrectly performed on it.
- impaired property or property that has not been physically injured, but is still less useful, arising from a defect, deficiency, inadequacy, or dangerous condition in your product or your work.
- impaired property or property that has not been physically injured, but is still less useful, arising from a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- your product, including losses arising out of your product or any part of it.
- your work, including losses arising out of it or any part of it.

**Nuclear risks** – any loss or damage resulting from the hazardous properties of nuclear material.

## EXCLUSIONS, CONTINUED



**Personal and advertising injury** – losses, including consequential bodily injury that arise out of claims, such as:

- false arrest, detention or imprisonment
- malicious prosecution
- wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor
- oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services
- oral or written publication, in any manner, of material that violates a person's right of privacy
- use of another's advertising idea in your advertisement
- infringing upon another's copyright, trade dress or slogan in your "advertisement."

**Pollution** – injury or damage arising from pollutants of any kind. There is an exception for losses originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water, for personal use, by the building's occupants or their guests.

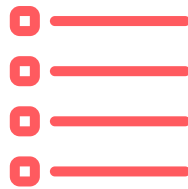
There is also an exception for injury or damage arising out of a fire that escapes its normal location (hostile fire). Damage to a Host's own property is not covered under this exception, but possibly under the **Host Guarantee**.

**Products and completed operations** – injury or damage occurring away from premises you own or rent and arising out of any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by you or other trading under your name.

**Products Recall** – damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of your product, your work or impaired property. Impaired property means tangible property that cannot be used or is less useful because it incorporates your product or work and such product or work is thought to be defective, deficient, inadequate or dangerous.



## EXCLUSIONS, CONTINUED



**Punitive or exemplary damages** – punitive or exemplary damages, fines or penalties, except where such damages are insurable by law.

**Sexual assault** – any loss or expense caused by, arising out of, or resulting directly or indirectly, in any way from sexual abuse or molestation of any person committed by or alleged to have been committed by any Insured.

**Silica, silica dust, lead and asbestos** – bodily injury or property damage arising from or connected in any way to asbestos, lead, silica or silica dust.

**Watercraft** – injury or damage connected in any way to watercraft, except where these are listed on Airbnb and being used as Accommodations. To be an Accommodation, Watercraft must be docked or on a mooring.

**War** – injury or damage arising, directly or indirectly, out of:

- war, including undeclared or civil war
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents
- insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**Workers compensation and employers liability** – any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. Bodily injury to any of your employees (or any of their family members) arising out of their employment by you or performing duties related to the conduct of your business. This exclusion applies whether the insured may be liable as an employer or in any other capacity.

## CLAIMS



### Claims:

**Please notify Airbnb immediately** if you become aware of any bodily injury or property damage has happened that may be a subject to coverage under this policy.

### Disclaimer

This HPI Program summary does not contain the full terms and conditions, which can be found in the policy document. A copy of the full policy may be made available on request.

### Complaints

**Making a Complaint** – We constantly strive to provide our customers with excellent customer service and always welcome their views. We are committed to dealing with all complaints efficiently, effectively and fairly.

A complaint can be made in writing, by telephone or in person.

Complaints should be directed to your usual Marsh contact in the first instance. Alternatively you can address your complaint to:

Head of Quality, Marsh Ltd  
Tower Place  
London EC3R 5BU  
Tel: 020 7357 1000  
Email: [quality.feedback@marsh.com](mailto:quality.feedback@marsh.com)

If you are unsatisfied with the way that we deal with your complaint, you may have the right to refer it to an external dispute resolution service in your country of domicile. Full details of the options available to you will be communicated to you in our initial response to your complaint.