

SUPERHOG GUARANTEE

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Guarantee

Conditions and details of the SUPERHOG Guarantees

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IT IS IMPORTANT TO NOTE THAT NO PAYMENTS BY SUPERHOG UNDER THESE GUARANTEES WHETHER TO A HOST OR A GUEST SHALL RELEASE, REDUCE OR WAIVE ANY LIABILITY OF A MEMBER FOR ANY DAMAGE OR INJURY CAUSED BY THAT MEMBER OR ANY OTHER PERSON, OR FOR WHICH A MEMBER IS RESPONSIBLE.

1. DEFINITIONS

The following words shall have the following meanings except where the context requires otherwise:

“Art and Collectables” means art, antiques and collectables that belongs to a Host at a Listing.

“Booking(s)” means a booking registered on the SUPERHOG platform involving a Guest at a Listing;

“Base Exchange Rate” means a system-wide rate used by SUPERHOG for foreign currency conversion that is in effect at the time the foreign currency conversion is processed, and does not include any fee or mark-up by SUPERHOG. SUPERHOG establishes the base exchange rate using data from one or more third parties such as OANDA (www.oanda.com).

“Cash” means cash, bank and currency notes, cheques, credit cards, postal orders, travellers’ cheques, money orders, crossed bankers’ drafts, current postage stamps, National Savings Stamps and Certificates, National Insurance Stamps, gift tokens, customer redemption vouchers, travel tickets, luncheon vouchers.

“Code of Conduct” means our agreed set of rules, norms, responsibilities and proper practices that our Partners have agreed to abide by using the SUPERHOG Platform.

“Contents” means household goods and other personal property that belongs to a Host at a Listing, but does not include Cash, Valuables, Art and Collectables, animals, plants, trees hedges or buildings.

“Deposit” means a £500 deposit, or the equivalent using the Base Exchange Rate, held by SUPERHOG on behalf of a Host or Guest, or both.

“Deposit Extension” means any circumstance where we have agreed to reimburse the host in relation to guest damages as part of an agreement with a partner company. All such partner companies will be published and maintained, along with any specific deposit extension terms, at www.superhog.com/deposit/partners

“Guest” means an approved individual who makes a Booking at a Host’s Listing including a Booking made on behalf of a family or group.

“Home Standards” refers to a set of standards and best practices that ensures a Listing is safe, fully functional and lives up to expectations, including but not limited to:

(a) the listing includes appropriate sleeping areas, hot and cold running water, and a functional sewage system; and, or

(b) the listing is protected with locks and other security devices as appropriate; and, or

(c) the listing contains the advertised utilities, such as wifi, air conditioning and heating.

“Host” means an accommodation property advertiser or owner who has placed the property on a recognised STR Marketplace for Guests to stay in.

“Listing” means any real residential property (including, campers, boats, mobile homes, and other impermanent structures), which a Host has the legal and/or contractual right to offer via the Platform and which complies with Home Standards.

“Member” means any person who registers on the SUPERHOG Platform and by doing so, accepts these terms.

“Permanent Member” means any person who is permanently signed up and registered with SUPERHOG independently.

"Property Damage" means the damage to any permanent building, including fixtures and fittings, within the Host's Listing caused by the actions or inactions, whether accidental or maliciously harmful, of a Guest or occupants of the Listing during a Booking.

“Remote Check-In Services” means the pre- and post- check-in verification protocols and processes performed by SUPERHOG that approve Guests.

“STR Account” means third-party Guest, Host, and Listing profiles on OTA or other marketplaces (for example your Airbnb, VRBO, Booking.com account) from which you grant us access to certain information.

“STR Marketplace” means a recognised short-term rentals marketplace, such as Airbnb, Booking.com or VRBO.

“Valuables” means jewellery, gemstones, furs and watches which are kept in a locked safe inaccessible to Guests or occupants.

It is also important to note that, in addition to any specific exclusion in each section of these guarantees, SUPERHOG's liability to make any payment is subject to the general exclusions Section 7 below.

SUPERHOG's total liability under sections (2), (3) and (4) shall not in any circumstances exceed the Maximum Sum.

2. AMOUNT AND CONDITIONS OF GUARANTEE IN THE EVENT OF PROPERTY DAMAGE

In relation to Property Damage, SUPERHOG shall pay:

(a) the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than their condition when new.

(b) the following necessary and reasonable costs and expenses incurred in rebuilding or repairing following guest damage insured by this section:

- (i) the cost of removing debris of the buildings from the premises or the area immediately adjacent;
- (ii) the cost of dismantling, demolishing, shoring up or propping up any part of the buildings;
- (iii) the cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the guest damage and provided the buildings were originally built according to any government and local authority regulations in force at that time;
- (iv) the fees of architects, surveyors or consulting engineers; and
- (v) adjusters' fees and expenses,

up to the Deposit.

Compensation for Property Damage shall not include:

- (a) alternative accommodation for the Guest or an occupant; or
- (b) any resulting loss of use of the Listing by a Guest or an occupant.

The Host shall receive compensation provided he or she declares the damage within 10 days after the departure of the Guest to SUPERHOG and provided he or she presents the following items to SUPERHOG:

- Proof of damage (statement and photos if applicable);

- Original invoices if possible;
- Quotation or estimate for replacement/repair; and
- Submission of his or her own home insurance for damages above £1,000.
- Compensation will only be paid following our receipt from the Host of satisfactory evidence of the applicable limit of the underlying insurance policy for the Listing, and confirmation that the policy was valid at the time of the Property Damage.

The Host agrees to waive the first £50 (fifty) of any Property damage.

3. AMOUNT AND CONDITIONS OF GUARANTEE IN THE EVENT OF DAMAGE TO CONTENTS

In the event of damage to Contents caused by accidental or maliciously harmful actions or inactions of a Guest or occupant, SUPERHOG will, at its option, pay to the Host the cost of replacement or repair of, or make a cash settlement for lost or damaged Contents after making an allowance for depreciation, up to the Deposit.

The Host agrees to waive the first £50 (fifty) of any damage to Contents.

4. AMOUNT AND CONDITIONS OF GUARANTEE IN THE EVENT OF THEFT

In the event of Property Damage or damage to Contents caused by theft or attempted theft, caused or enabled by actions or inactions of a Guest or occupant in the Host's home, the damage suffered shall be reimbursed by SUPERHOG up to the Deposit.

The Host shall be entitled to compensation provided that he or she submits the following:

- original invoices for stolen items;
- police report for theft;
- quote or estimate of replacement or repair;
- a sworn proof of loss statement made by the host; and
- where applicable, receipted invoices for the replacement of stolen objects.

The Host agrees to waive the first £50 (fifty) in the event of theft.

5. AMOUNT OF THE CONTRIBUTION PAYABLE BY THE GUEST IN THE EVENT OF ACCIDENTAL DAMAGE TO PROPERTY OR CONTENTS

In the event of accidental damage covered under these guarantees where the Guest admits the damage, the Guest shall remain liable for the total amount of damage caused. Damage suffered by the Host will be processed in accordance with the Property Damage and Contents sections (2 and 3).

If the Guest is a Permanent Member of SUPERHOG then all accidental damage is covered by SUPERHOG.

6. AMOUNT OF THE CONTRIBUTION PAYABLE BY THE GUEST IN THE EVENT OF WILFUL DAMAGE TO PROPERTY OR CONTENTS

In the event of wilful property damage or damage caused by abnormal behaviour on the part of the Guest or the occupants, and not respecting the house rules specified by the Host, the Guest will be liable for the total amount of damage caused. Damage suffered by the Host will be processed in accordance with the property damage cover.

7. GENERAL EXCLUSIONS

SUPERHOG shall not make any payment to a Host or Guest under these guarantees in respect of any:

- (a) loss or damage which occurred before the Listing was the subject of the most recent Booking;

- (b) loss, damage, liability, cost or expense of any kind caused directly or indirectly by ionizing radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel, or the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- (c) loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution;
- (d) loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft;
- (e) loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear;
- (f) loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration;
- (g) loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials;
- (h) loss or damage caused as a result of the buildings being used by the Host for illegal activities;
- (i) claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination;
- (j) loss, damage, liability, cost or expense of any kind caused by rot;
- (k) loss or damage caused to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all, or by computer viruses.
- (l) legal expenses, legal benefits and /or liability arising directly or indirectly from equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all or computer viruses. For the avoidance of doubt, any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of (k) and (l) above:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
- Microchips include integrated circuits and microcontrollers.
- Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

SUPERHOG will not be liable to make any payment under those guarantees offer which:

- (a) would breach economic, financial or trade sanctions imposed under the law of the country in which this policy is issued or would otherwise provide cover; or
- (b) would breach economic, financial or trade sanctions imposed by Canada, the European Union, United Kingdom or the United States of America.

8. UNCOVERED GEOGRAPHICAL AREA

Any Listing posted on the website is eligible for Property Damage cover unless it is located in a country that the UK Foreign and Commonwealth Office has determined is not suitable for travel.