

SUPERHOG

SUPERHOG GUEST GUARANTEE

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Guest Guarantee Terms

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IT IS IMPORTANT TO NOTE THAT NO PAYMENTS MADE BY SUPERHOG UNDER THIS GUARANTEE WHETHER TO A HOST OR A GUEST SHALL RELEASE, REDUCE OR WAIVE ANY LIABILITY OF A HOST OR GUEST FOR ANY DAMAGE OR INJURY CAUSED BY THAT HOST OR GUEST OR BY ANY OTHER PERSON FOR WHOM THE HOST OR GUEST IS RESPONSIBLE.

THIS GUARANTEE ONLY COMES INTO OPERATION WHEN BOTH THE HOST AND THE GUEST HAVE A VALIDATED BOOKING CONNECTING THEM.

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 validated on the SUPERHOG platform between a Guest and Host at a Listing.

“Booking Validation” means the protocols and processes performed by SUPERHOG to approve Hosts and Guests.

“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 Members have agreed to abide by during a Booking.

“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.

“Cosmetic Damage” means damage that does not adversely impact the functionality of the equipment, Contents and/or Buildings that have been damaged. For example (but not limited to) damage that consists solely of scratches, scuffs, marks, or dents.

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

“Deposit Extension” means any circumstance where SUPERHOG has agreed to reimburse the Guest in relation to damage to Contents up to the Deposit amount as part of an agreement with a partner company. Cosmetic Damage is excluded. All such partner companies will be published and maintained, along with any specific Deposit Extension terms, at www.superhog.com/deposit-partners/

“Guest” means the lead guest who makes a Booking.

“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 Wi-Fi, air conditioning and heating.

“Host” means the SUPERHOG member who has created a Listing on SUPERHOG and has agreed to the SUPERHOG Terms and Conditions.

“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 to Guests and which complies with Home Standards.

“Member” means a Host or Guest with an active SUPERHOG membership at the time of a Booking. Membership may be given and removed at the sole discretion of SUPERHOG to any person who registers on the SUPERHOG Platform (and by doing so accepts the terms of this guarantee and all other SUPERHOG terms) as the result of Booking Validation.

“Property Damage” means the damage to any permanent building, including fixtures and fittings, or Contents, within the Host’s Listing caused by the actions or inactions, whether accidental, deliberate, or maliciously harmful, of a Guest (or accompanying occupants) of the Listing during a Booking. Property Damage does not include Cosmetic Damage.

“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 this guarantee, SUPERHOG’s liability to make any payment is subject to the General Exclusions section below.

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

2. PROPERTY DAMAGE

In relation to Property Damage, SUPERHOG shall pay to a Host:

(a) the cost of rebuilding or repairing Property Damage 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 Property Damage:

- (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) adjuster’s fees and expenses,

up to the Deposit amount.

Compensation for Property Damage shall not include:

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

The Host shall receive compensation provided he or she declares the damage within 10 days after the departure of the Guest Member 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 to SUPERHOG of his or her valid insurance schedule for the Listing.
- 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 Guest Member agrees to contribute the first £50 (fifty) of any Property damage.

3. DAMAGE TO CONTENTS

In the event of damage to Contents caused by accidental, deliberate, or maliciously harmful actions or inactions of a Guest Member 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 amount. This does not include Cosmetic Damage.

The Guest Member agrees to contribute the first £50 (fifty) of any damage to Contents.

4. 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 amount.

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 Guest agrees to contribute the first £50 (fifty) in the event of theft.

5. CONTRIBUTION PAYABLE BY THE GUEST - ACCIDENTAL DAMAGE

In the event of accidental damage covered under this guarantee 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 Member, then all accidental damage is covered by SUPERHOG up to the Deposit amount. The Guest Member agrees to contribute the first £50 (fifty) in the event of Accidental Damage to Contents or accidental Property Damage.

6. CONTRIBUTION PAYABLE BY THE GUEST - WILFUL DAMAGE

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 section.

7. CANCELLATION BY THE HOST

In the event of cancellation by a Host, and if SUPERHOG is unable to find a replacement Listing whose basic amenities (see 10.) are equivalent to those of the cancelled Booking, a Guest Member shall be entitled to:

A financial compensation up to £100 per night for a relocation (on presentation of invoices for the payment of a replacement lodging on the same dates as the cancelled Booking) within the limit of £1,000 per Booking. For example, if the cancelled Booking was for four nights, the Guest will be entitled to a maximum refund of £400 for its emergency accommodation costs.

The Guest Member agrees to waive the first £50 (fifty) in the case of cancellation by the Host.

8. SUBSTANDARD OR INACCURATE LISTINGS

In the event of a substandard or inaccurate Listing provided by a Host, and if SUPERHOG is unable to find a replacement Listing whose basic amenities (Section 10.) are equivalent to those of the cancelled Booking, a Guest Member shall be entitled to either:

- (a) Financial compensation up to £100 per night for re-housing (upon submission of invoices for payment of replacement accommodation on the same dates as the cancelled Booking); within the limit of £1,000 per Booking, or
- (b) Financial compensation up to £100 per night for reimbursement of non-refundable expenses directly related to the cancelled Booking (upon submission of invoices, for which the impossibility of reimbursement is otherwise proven - airline tickets, train ticket, etc.). within the limit of £1,000 per Booking. For example, if the cancelled Booking was for four nights, the Guest Member will be entitled to a maximum refund of £400 for such non-refundable transport tickets.

The Guest Member agrees to waive the first £50 (fifty) in the case of substandard or inaccurate listings.

9. CRITERIA FOR A SUBSTANDARD OR INACCURATE LISTING

A Listing is considered substandard or inaccurate when it has any of the following characteristics, but otherwise meets the Listing's criteria. The Guest Member shall not be entitled to any compensation if they choose not to stay in a Listing that meets the following required criteria.:

- No electricity;
- No running water;
- No hot water;
- No refrigerator or refrigerator out of order;
- No functional cooking element (oven, stove, or microwave);
- Significant presence of pests (rats, cockroaches, etc.);
- Lack of a toilet;
- Lack of a functional bathtub or shower;
- Inability to close a door or window on the ground floor overlooking a public space (street, building courtyard);
- Faulty roof resulting in the interior of the dwelling not being protected from rain;
- Lower sleeping capacity than the number of guests declared in the Listing.

10. BASIC AMENITIES FOR A REPLACEMENT LISTING

The basic amenities of a replacement Listing are as follows:

- Sleeping capacity corresponding to the number of guests;
- Hot and cold-water supply;
- Power supply;
- Refrigerator;
- Bathroom; and
- Cooking element.

Furthermore, the replacement Listing must be located in the same urban area if the Listing was located in a city centre, less than 15 km from a beach if the Listing was located less than 15 km from a beach, and less than 50 km from the original Listing for other cases.

11. GENERAL EXCLUSIONS

SUPERHOG shall not make any payment to a Host or Guest under this guarantee 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 or resulting from Cosmetic Damage or wear and tear;
- (e) loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft;
- (f) 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;
- (g) 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;
- (h) loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials;
- (i) loss or damage caused as a result of the buildings being used by the Host for illegal activities;
- (j) claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination;
- (k) loss, damage, liability, cost or expense of any kind caused by rot;
- (l) 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.
- (m) 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 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.

12. UNCOVERED GEOGRAPHICAL AREA

Any Listing posted on the website is eligible for the Property Damage sections of this guarantee unless it is located in a country that the UK Foreign and Commonwealth Office has determined is not suitable for travel at the time of the Booking.