

**SUPERHOG - HOST GUARANTEE**

**CONTENTS**

1. DEFINITIONS..... 2

2. PROPERTY DAMAGE..... 3

3. DAMAGE TO CONTENTS..... 4

4. THEFT ..... 4

5. CONTRIBUTION PAYABLE BY THE GUEST - ACCIDENTAL DAMAGE..... 5

6. CONTRIBUTION PAYABLE BY THE GUEST - WILFUL DAMAGE..... 5

7. GENERAL EXCLUSIONS ..... 5

9. UNCOVERED GEOGRAPHICAL AREA..... 5

## Host Guarantee Terms

**This update: 03.06.2021**

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Please note:

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

PAYMENTS ARE MADE AT SUPERHOG'S SOLE DISCRETION, AND ONLY IF A GUEST HAS FAILED TO MEET THEIR LIABILITY TO A HOST UNDER SUPERHOG'S MEMBERSHIP CODE.

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 Host and Guest 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](http://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.

“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 wifi, 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.

“Maximum Sum” means £1,000,000 or the equivalent using the Base Exchange Rate.

“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.

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 combined liability under sections (2), (3) and (4) in relation to any Booking shall not in any circumstances exceed the Maximum Sum.

## 2. PROPERTY DAMAGE

For any payments made under this guarantee, in relation to Property Damage, SUPERHOG reserves the right, in our sole discretion, to pay all or a portion of the amount.

These payments may take the following into consideration:

- (a) the cost of rebuilding or repairing Property Damage to a condition equal to but not better or more extensive than their condition before the Property Damage occurred.
- (b) necessary and reasonable costs and expenses incurred in rebuilding or repairing following Property Damage up to the lesser of the buildings sum insured of the Host’s buildings insurance policy for the Listing and the Maximum Sum.

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 must declare the damage within 10 days after the departure of the Guest to SUPERHOG and might be asked to present proof of damage, which may include:

- Sworn statement and photos;
- Original invoices;
- Quotation or estimate for replacement/repair; and

- Submission of his/her or the owner's own home 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.

SUPERHOG has the right to ask and demand that the Host to waive some of the compensation, for instance the first £50 (fifty) of any Property Damage.

Following Property Damage if the Host's Listing is rendered uninhabitable, SUPERHOG may also pay the Host's suitable and equivalent alternative accommodation costs for a period of up to 6 months.

### 3. DAMAGE TO CONTENTS

For any payments made under this guarantee, in relation to damage to Contents, SUPERHOG reserve the right, in our sole discretion, to pay all or a portion of the amount.

In the event of damage to Contents caused by accidental, deliberate or maliciously harmful actions or inactions of a Guest or occupant, SUPERHOG may, 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 lesser of the amount of the Host's Contents insurance at the Listing and £100,000. However, the maximum amount of reimbursement in the event of damage to Content shall not exceed the value of the Contents declared under the insurance for the Listing of the Host.

Compensation will only be paid following our receipt from the Host Member of satisfactory evidence of the applicable limit of the underlying insurance, and confirmation that the policy was valid, and provided cover for damage to Contents, at the time of the damage.

SUPERHOG has the right to ask and demand the Host to waive some of the compensation, for instance the first £50 (fifty) of any Property damage.

### 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 Member's home, the damage suffered shall be reimbursed by SUPERHOG up to the Maximum Sum under section 2 or £100,000 under section 3 (as applicable).

The maximum amount of reimbursement in the event of theft shall not exceed the value of the Contents declared under the insurance for the Contents of the Listing of the Host Member. The Host Member 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.

Compensation will only be paid following our receipt from the Host Member of satisfactory evidence of the applicable limit of the underlying insurance, and confirmation that the policy was valid, and provided cover for theft of Contents, at the time of the theft.

SUPERHOG has the right to ask the Host to waive some of the compensation, for instance the first £50 (fifty) of any Property damage.

## 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).

## 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 Member, the Guest will be liable for the total amount of damage caused. Damage suffered by the Host Member will be processed in accordance with the Property Damage section.

## 7. EXCLUSIONS

SUPERHOG shall not make any payment to a Host under this guarantee in respect of any:

- (a) Cosmetic Damage or wear and tear;
- (b) Anything for which the Guest is not liable or responsible for;
- (c) Anything that the Guest has made a payment for;
- (d) damage which occurred before the Listing was the subject of the most recent Booking;
- (e) damage caused as a result of the buildings being used by the Host for illegal activities;

SUPERHOG will not be liable to make any payment under this guarantee 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.

## 9. UNCOVERED GEOGRAPHICAL AREAS

Any Listing posted on the website is eligible for this guarantee unless it is located in a country that the UK Foreign and Commonwealth Office has determined is not suitable for travel on the day the Booking begins.