

SUPERHOG - GUEST PROTECTION PROGRAMME
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Guest Protection Programme Terms

This update: 09.07.2021

Previous Update: 24.05.2021

Please note:

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

PAYMENTS ARE MADE AT SUPERHOG'S SOLE DISCRETION. PAYMENT WILL ONLY BE MADE FOLLOWING THE HOST'S FAILURE TO MEET THEIR LIABILITY OWED TO THE GUEST, AND AFTER SUPERHOG HAS FAILED TO ENFORCE THIS LIABILITY.

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:

“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).

“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.

“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 \$5,000,000 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.

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.

2. ABOUT GUEST PROTECTION PROGRAMME

The Guest Protection Programme (“GPP”) may provide Hosts, in certain countries, with financial help for their legal liability for bodily injury or property damage to guests or others resulting from an event that happens during a Booking at the Host’s Listing, subject to the terms, conditions, and exclusions of the GPP. There is no cost to Hosts or Guests for them to be included under the GPP.

The GPP does not protect Hosts for damage or loss that happens during a Booking. For damage to a Host’s Listing, you should read our Host Guarantee.

Subject to the GPP terms, protection under the GPP provides Hosts with contingent liability protection while hosting guests. The Host must make a claim first under their own insurance policy. Hosts or their insurance advisers should check the terms and conditions of their own insurance policy to make sure it provides cover for having paying guests to stay. For information about the claims process, please see the claims section of this document.

Disclaimer

This GPP summary does not contain the full terms, conditions, and exclusions. In the United States, in certain instances, the GPP is underwritten by a non-admitted insurer and may not be subject to your state’s insurance laws and regulations and is not protected by the insolvency guaranty fund.

3. ELIGIBILITY

Hosts of Listings are covered under the GPP. As described above, The GPP covers Hosts for incidents that result in the Host’s legal liability resulting from a bodily injury or a property damage claim arising during a Booking at the Host’s Listing.

Listings can include mobile homes, buses, air streams, watercrafts, tree houses, and other such unique locations that are parked and used by a Host as a Listing. Additionally, Listings include treehouses, yurts, and other such unique locations.

4. COVERED LOCATIONS

Any Listing on the SUPERHOG platform is eligible for the GPP 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.

Otherwise, the GPP currently extends to Hosts globally, except for jurisdictions subject to applicable sanctions laws.

In the majority of jurisdictions, the GPP provides insurance through a policy issued by Guard Hog Ltd, one of the world’s most reputable insurance providers.

Note that different coverage limits and terms may apply depending on the jurisdiction. SUPERHOG will not be liable to make any payment under the GPP 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.

5. LIABILITY LIMITS

SUPERHOG's total combined liability to any Booking shall not in any circumstances exceed the Maximum Sum.

6. PROTECTION

The GPP provides protection that covers Hosts for their legal liability to a guest or third-party for bodily injury or property damage due to an incident that occurs during a guest's Booking at the Host's Listing. If the GPP applies to the claim, the protection includes claim investigation costs and expenses, as well as costs of defending a formal complaint such as a lawsuit.

7. EXCLUSIONS

The GP Programme excludes:

- (a) Aircraft, Auto, and Mobile Equipment - injury or damage connected in any way to aircraft, autos, and mobile equipment, except where these being used as Listings. To be a Listing, the Aircraft, Auto, or Mobile equipment must be parked.
- (b) 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 Host under the policy.
- (c) 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.
- (d) Communicable Disease - any bodily injury, property damage, or other loss arising out of the actual or alleged transmission of a communicable disease.
- (e) Contractual Liability - liability for bodily injury or property damage where the Host is obligated to pay damages they have assumed in a contract or agreement. This exclusion doesn't include legal liability the Host would have without a contract or agreement.
- (f) Cross Suits - any claims brought by one host against another host, or one guest against another guest.
- (g) Distribution of Material in Violation of Statutes - bodily injury or property 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 distributing of material or information.
- (h) 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.
- (i) Employment Related Practices, Workers Compensation and Employers Liability - bodily injury arising out of refusal to employ a person; termination of a person's employment; or 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. Plus, any obligation of the insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law. Bodily injury to any employees of the insured (or any of their family members) arising out of their employment by an insured or performing duties related to the conduct of an insured's business. This exclusion applies whether the insured may be liable as an employer or in any other capacity.

- (j) Expected or Intended Injury - bodily injury or property damage the Host 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.
- (k) Exterior Insulation and Insulation Systems - bodily injury or property 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.
- (l) Fungi or Bacteria - bodily injury or property 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.
- (m) Alcohol Liability - injury or damage for which any insured may be held liable because they:
 - i. Caused or contributed to the intoxication of any person
 - ii. Provided alcoholic beverages to a person under the legal drinking age or under the influence of alcohol
 - iii. Violated any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
- (n) Loss of, or damage to, Certain Property - property damage to:
 - i. Property you own, rent, or occupy
 - ii. Property loaned to you
- (o) Damage to Listings, Impaired Listings, and Your Product - 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:
 - i. The exact part of any real Listing that you, or any contractors or subcontractors are working on, if the property damage arises from that work
 - ii. The exact part of any Listing that must be restored, repaired, or replaced, because your work was incorrectly performed on it
 - iii. Impaired Listing or Listing 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
 - iv. Impaired Listing or Listing 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
 - v. Your Listing, including losses arising out of your product or any part of it or your work, including losses arising out of it or any part of it
- (p) Nuclear Risks - any loss or damage resulting from the hazardous properties of nuclear material.
- (q) Personal and Advertising Injury - losses, including consequential bodily injury that arise out of claims, such as:
 - i. False arrest, detention, or imprisonment
 - ii. Malicious prosecution

- iii. 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
 - iv. 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
 - v. Oral or written publication, in any manner, of material that violates a person's right of privacy
 - vi. Use of another's advertising idea in your advertisement
 - vii. Infringing upon another's copyright, trade dress, or slogan in your "advertisement"
- (r) Pollution - bodily injury or property 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).
- (s) Products and Completed Operations - bodily injury or property 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.
- (t) 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 product, 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.
- (u) Punitive or Exemplary Damages - punitive or exemplary damages, fines, or penalties, except where such damages are insurable by law.
- (v) Recording of Material or Information - damages related to bodily injury or property damage arising out of actual or alleged recording, printing, dissemination, disposal, collecting, sending, transmitting, communicating, or distribution of any material or information by a camera that is:
- i. not previously disclosed by a Host in the Listing, including the specific location whether recording occurs during the reservation, or
 - ii. placed in or observing the interior of private spaces such as a bathroom, bedroom, or sleeping area, or
 - iii. not concealed
- (w) 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.
- (x) 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.
- (y) Watercraft - injury or damage connected in any way to watercraft, with the exception of Listings that are docked or on a mooring.
- (z) War - bodily injury or property damage arising, directly, or indirectly, out of:
- i. War, including undeclared or civil war
 - ii. 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
 - iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

8. CLAIMS

Please inform SUPERHOG immediately by emailing resolutions@superhog.com if you become aware of any bodily injury or property damage that may be a subject to coverage under the GPP.

A third-party claims adjuster appointed by the insurer will get in touch with you to discuss the claim and gather information. The adjuster will then settle the claim in accordance with the terms of the GPP, and applicable laws and regulations in the applicable jurisdiction.