

## **BOOK WITH CONFIDENCE TERMS AND CONDITIONS**

These terms and conditions ("Terms") explain and limit how Vrbo administers its Book With Confidence Guarantee and requests for assistance made under it by guests. The Book with Confidence guarantee is not a guarantee of satisfaction or a "money back guarantee."

**IF YOU NEED ASSISTANCE NOW, PLEASE CONTACT CUSTOMER SUPPORT. CONTACT OPTIONS ARE AVAILABLE IN THE PROFILE PAGE OF YOUR ACCOUNT. YOU MUST BE LOGGED IN TO YOUR ACCOUNT.**

### **1) What is the Book with Confidence Guarantee?**

To help guests feel confident about booking a vacation rental on the Vrbo app or family of websites, Vrbo offers certain protections when some incidents occur. Vrbo does not provide financial or practical assistance for all unwanted events; just the ones identified in these Terms. Vrbo is not a party to any vacation rental agreements and does not own or operate the vacation rental properties listed on the site. Guests enter into agreements directly with the hosts who own or operate those properties. These Terms are between Vrbo and guests who have booked a vacation rental on the Vrbo family of websites and apps. This document does not alter the terms (such as refund policies or house rules) of any agreement between a guest and a host or the general Vrbo terms and conditions agreed to at the time of booking.

### **2) What does the Book with Confidence Guarantee Provide?**

There are four types of incidents that these Terms address. They are: (a) internet fraud occurring on Vrbo websites/apps (b) Hosts denying entry to a property without justification under the rental agreement (c) properties that contain undisclosed material defects rendering the property unusable, and (d) A host's wrongful refusal to return guest deposits or payments. Each has some limitations as described below. These are the only four incidents covered by these Terms and Vrbo will not make any refund or reimbursement payments under these Terms to any guest for any other reason.

**a. Internet Fraud Occurring on Vrbo Websites:** Fraud on Vrbo is very rare. Fraud occurs when someone other than the host has taken unauthorized control of a property listing on our site or app. If this happens, the goal of the fraud is to convince the guest to send money directly to the fraudster. Guests should never send any payment to any host via cash, check, or a wire transfer. If a guest has (i) made a payment using our online payment systems and checkout forms, (ii) abided by our Terms and Conditions as well as any applicable rental agreement or house rules published on our websites, and (iii) Vrbo determines that the property listing is fraudulent, Vrbo will refund guest payments that are not reversed by the guest's credit card, bank, or other payment service provider. Vrbo will not issue any double payments and will only pay for amounts not reversed by a guest's payment provider. Vrbo reserves the right to require that guests request a reversal of payment from their credit card before seeking payment from us.

**b. Hosts Wrongfully Denying Entry to a Properly-Rented Property:** If a guest books a property on our site and is denied entry to the property for a meaningful period of time despite (i) making all required payments in a timely manner, (ii) complying with our Terms and Conditions, and (iii) complying with the applicable terms of any rental agreement (including House Rules) associated with the property, Vrbo will find emergency accommodations for the guest and may pay for those accommodations. The length of this emergency stay will be up to Vrbo and will depend on the

circumstances. For instance, if an issue prevented the host from allowing entry to the property on the check-in day, but that issue is resolved the next day, Vrbo may limit payment for alternative accommodations to the first day of a guest's stay dates. Vrbo will not extend alternative accommodations beyond rental periods for which payment has been made. A brief delay in access during business hours is not covered under these Terms. Each case can be different and Vrbo will use its judgment in a fair and reasonable manner when deciding whether a delayed entry requires emergency accommodations.

**c. Material Defects at Properties on Vrbo Sites:** Vrbo is not a party to the rental agreement and Vrbo does not own or operate the homes listed on its site. Nevertheless, Vrbo will assist when an undisclosed material defect makes a property inherently unusable or violates a Vrbo policy in manner that cannot be promptly remedied. It would be impossible for these Terms to list all scenarios where this may be the case. Rather than limit this provision to only provide coverage in a small number of listed scenarios, Vrbo will use commercially reasonable and fair judgment to determine whether a defect is material or not. By way of example only, the following misrepresentations are material defects:

- i. The stated number of bedrooms or bathrooms is incorrect
- ii. The physical location of the property varies significantly from the listing
- iii. A health and safety hazard prevents staying at the property

Objections related to cleanliness and minor amenities that are not operating properly are not considered material defects and will not be covered by these Terms unless they create a health and safety hazard or violate a Vrbo policy. Pools and hot tubs with significant and lasting issues preventing use are eligible. All reports of a material defect at the property must be made to Vrbo promptly after arrival at the property or appearance of the defect. If the listing details disclosed the defect and a guest rented the property despite this, the defect will not be covered under these Terms.

**d. Host's Wrongful Refusal to Return Guest's Payment.** Some guests may be asked to place a security, cleaning, or payment deposit on certain homes. If guests are required to leave such a deposit through our platform and the host refuses to return some, or all, of the deposit without justification under the applicable rental agreements and house rules, Vrbo will refund the wrongfully withheld deposit. Vrbo will also refund a guest if the host wrongfully refuses to issue a refund pursuant to the property's stated refund policy. In connection with security or damage deposits, a dispute between hosts and guests regarding the extent and cost of physical damage inflicted during a reservation is not a wrongful refusal to return the deposit under these Terms. Vrbo will use commercially reasonable and fair judgment to determine whether a deposit or refund is being wrongfully withheld.

### **3) What Help Will Vrbo Provide for the Various Protected Incidents?**

The assistance Vrbo provides will vary depending on the specific problem being experienced by a guest. Vrbo may help guests find alternative accommodations, may pay for some, or all, of the guest's alternative lodging, or may refund the guest all or a prorated amount of the rental or deposit payments. The type and combinations of relief provided is entirely up to Vrbo. Guests are not entitled to choose which form of assistance they will receive.

### **4) Who is Entitled to Help from the Book with Confidence Guarantee?**

Only guests booking through the Vrbo website/app checkout are entitled to relief. Vrbo will not protect any transaction that takes place via cash, check, or wire transfer. Guests should immediately report any request for any of these forms of payment, or any other payment request outside of the Vrbo website or app to Vrbo customer service.

#### **5) What do Guests Need to do to Claim Help under these Terms?**

- Book the property on Vrbo and use Vrbo's online payment systems and checkout.
- Abide by all of Vrbo's [Terms and Conditions](#).
- Abide by the House Rules and all terms of the rental agreement with the host.
- Cooperate with Vrbo and provide all information requested by Vrbo in a timely manner.
- Apart from emergency situations, notify Vrbo of material misrepresentations or material defects at a property before vacating the property or finding alternate lodging. Material defects should be disclosed to Vrbo within 24 hours of arriving at the property or the appearance of the defect.
- Cooperate with Hosts to resolve issues and provide the host an opportunity to agree to a solution or refund.
- Seek a refund from the host prior to seeking a refund from Vrbo.
- Seek a refund from their credit card company or issuing bank prior to seeking a refund from Vrbo.
- Accept the terms of Vrbo's payment processors and service providers as needed to track and fulfill payments and refunds.
- If asked to do so by Vrbo, submit any applicable forms, information, and documentation related to the issue. If material is requested, it will vary based on the circumstances. The customer service team will inform guests what information is needed and how to provide it.

#### **6) No Modification of These Terms from Customer Service**

Even if a guest is told something that conflicts with these Terms by a customer service representative, these Terms will apply and control how Vrbo administers this program.