

Book with Confidence Guarantee™ from Bookabach®

Updated: 24th October, 2021

When you ("**You**") reserve a property advertised on www.vrbo.com/en-nz and/or www.bookabach.co.nz (collectively the "**Bookabach Site**") which is expressly accepted by both you and the advertiser ("**Advertiser**") (a "**Reservation**") and book such Reservation through the Bookabach checkout, You are protected by the Book with Confidence Guarantee™ (the "**Program**") assuming You meet all other eligibility criteria as listed in these Terms and Conditions (the "**Terms**"). By booking a Reservation through the Bookabach checkout, You agree with, accept and are subject to these Terms and are hereafter referred to as a "Protected Traveller".

As detailed and defined below, the Program provides a level of protection against the following: (i) Internet Fraud; (ii) Wrongful Denial of Entry; (iii) Material Misrepresentation; and (iv) Wrongful Deposit Loss (the "**Protected Incidents**").

1. General Program Guidelines

You qualify for the Program if you do all of the following:

- Reserve a vacation rental property advertised on the Bookabach Site ; and
- Book through the Bookabach Site's checkout; and
- Pay for the Reservation using one of the following methods of payment: HomeAway Payments (credit card or ACH transfer) or Check, Credit Card, Bank to bank transfer, Paypal, ECheck, Chèques Vacances, National credit CARD, MOIP, Bcash, MercadoPago, PagSeguro, ELV/SEPA direct debit, Pagos en linea PSE, PayU Latam, iDeal, BPay.

You will receive the protections afforded under the Program if any of the following occur:

You incur a loss of funds due to a Protected Incident (a "**Loss**");

- You notify Bookabach Ltd ("**Bookabach**", "**We**", "**Us**", "**Our**") of your loss within the required time periods set out below;
- You are denied reimbursement for your loss of funds from (i) the Advertiser, and (ii) your bank, payment provider or credit card issuer (as applicable); and
- You submit a completed Book with Confidence Guarantee Reimbursement Request Form (the "**Reimbursement Request Form**") within the required time periods set out below.

2. Protections Provided

Subject to the restrictions and limitations set out in these Terms, the Program offers the following protections for Protected Travellers who suffer a loss due to a Protected Incident (noting that the particular protection or combination thereof offered to a Protected Traveller is subject to the type of Protected Incident, the amount of Loss, the ability to mitigate such Loss, and Our discretion):

- **Arrangement of Lodging.** If a Protected Traveller is without a place to stay due to a Protected Incident, We may arrange alternative accommodations, where available, for up to three (3) nights.
- **Rebook another property.** If a Protected Traveller's Reservation is wrongfully cancelled,

We may offer to rebook the Protected Traveller at another property advertised on a Bookabach Site, if a substantially similar property is available for the same period and under a new reservation.

- **Loss Reimbursement.** If a Protected Traveller suffers a Loss that in Our judgment can only be remedied by a monetary reimbursement, We may reimburse the Protected Traveller up to the amount of the Loss subject to the below process requirements.

Please note the qualification to “may” in the three paragraphs immediately above means that we will endeavour to provide the assistance or remedy (as the case may be) but that we shall have no liability for any failure to provide any such assistance or remedy.

3. Protected Incidents

The following are incidents that a Protected Traveller is protected against:

(a) "Internet Fraud" is defined as a deposit or payment by a Protected Traveller for a vacation rental that is listed on a Bookabach Site where: (i) such deposit or payment is determined by Bookabach to have been made to a person other than the Advertiser that has compromised or taken over the email or Bookabach account of the Advertiser and that has posed as the Advertiser to the Protected Traveller to induce such payment, (ii) such payment is determined by Us to have been made to the Advertiser and is then wrongfully withheld in that the Advertiser fails or refuses to return the payment when a refund is due in accordance with the terms of the rental agreement after the Protected Traveller properly cancels the Reservation, or (iii) such listing is subsequently determined to be fraudulent; all of which are determinations to be made in our sole discretion.

(b) "Wrongful Denial of Entry" means that a Protected Traveller has made a deposit (if required) and/or full payment (if required) to an Advertiser for a rental property that is listed on a Bookabach Site but (i) the Protected Traveller is wrongfully denied access to the subject property at the start of or during the rental term as the result of the intentional and/or wrongful act of the Advertiser, and (ii) the Protected Traveller's deposit and/or payment (or appropriate portion thereof) is not refunded and is wrongfully withheld by the Advertiser. An example of this Protected Incident includes where the Advertiser "double books" the subject property to two or more travellers for the same time period(s).

(c) "Material Misrepresentation" means that (i) a Protected Traveller has made a deposit (if required) and full payment to an Advertiser for a rental property that is listed on a Bookabach Site, (ii) within twelve (12) hours of first entering the subject property on the first day of the rental term, the Protected Traveller calls Customer Service in order to inform Bookabach that they refuse to occupy the rental property due to the Material Non-Compliance (as defined below) of the rental property as compared to the description made in the listing on the Bookabach Site; (iii) the Protected Traveller's deposit and/or payment is not refunded or is wrongfully withheld by the Advertiser, and (iv) the existence of the Material Non-Compliance of the rental property is subsequently confirmed by Us in Our discretion.

(d) "Material Non-Compliance" is defined as (i) Material defects in the subject property that are not disclosed in the listing and are of such an extent and duration that occupancy under normal usage conditions is impossible, as noted and documented by a Protected Traveller and/or (ii) the material failure or complete absence of goods or services or facilities that are part of the subject property that were described in the listing and that constituted an actual and material inducement to the Protected Traveller's rental of the subject property, as noted and documented

by a Protected Traveller . For the avoidance of doubt, and in addition to the general restrictions and limitations described elsewhere in these Terms, the term "Material Non-Compliance" DOES NOT INCLUDE a Protected Traveller's refusal to take possession of leased premises arising from or on the grounds of (i) The cleanliness of the rental property; (ii) Minor or immaterial defects of the subject property in relation to the description in the listing including, without limitation, differences to the extent of: (1) the actual orientation of the subject property; (2) the actual overall habitable surface area of the subject property being immaterially different than the description the in the listing; and (3) a temporary defect of or within the subject property or attached services (such as failure of the air conditioning, internet, phone service, grill, hot tub, or swimming pool) or (iv) otherwise any issue that is not directly related to the subject property, for example, any issues that relate to proximate properties, the neighbourhood or the surrounding environs.

(e) "Wrongful Deposit Loss" means a Protected Traveller's loss arising from a dispute between a Protected Traveller and an Advertiser of a rental property that is listed on a Bookabach Site involving a deposit that, upon completion of the Protected Traveller's stay is, in sole judgment of Us, wrongfully withheld by the Advertiser in violation of the applicable rental agreement.

4. Illustrative Examples of Losses Not Protected

The following are illustrative examples of Losses of funds that the Program DOES NOT protect against, as determined in Our sole judgment:

- ANY DAMAGES OTHER THAN AMOUNTS ACTUALLY PAID TO OR DEPOSITED WITH THE ADVERTISER, INCLUDING ANY INDIRECT LOSSES, LOSS OF OPPORTUNITY, LOSS OF CUSTOM FEES, OTHER CONTRACTUAL PENALTIES, AIRFARE, TRANSPORTATION COSTS AND/OR ANY OTHER COST OR EXPENSE.
- ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE BOOKABACH SITE, OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE BOOKABACH SITE.
- Payments made to an Advertiser for a Reservation that is not booked through the Bookabach checkout.
- Any deposits or payments for a vacation rental that are not refunded or returned because the Protected Traveller does not comply with the Advertiser's policies, is in breach of the rental agreement, or as otherwise allowed or permitted in the rental agreement.
- Payments or deposits made to any Advertiser. Via cash, cheque made out to cash, Western Union, Moneygram, Moneybookers or other instant wire transfer services.
- Any loss of any kind We believe, that the Protected Traveller and the Advertiser are acting to abuse the Program.
- Any loss of funds that is caused by or results from events that are outside of the control of the Bookabach, commonly called force majeure events, such as weather events, natural disasters or construction.
- Any loss of funds that do not arising directly out of a Protected Incident.

5. Process Requirements.

In order to obtain any reimbursement for a Loss under the Program, a Protected Traveller must

comply with the requirements set out below. Failure to follow these requirements, or the taking of any action that impairs Bookabach's ability and/or right to mitigate the Loss, or the making by any Protected Traveller of any false or misleading statement(s) with respect to any request for reimbursement under this Agreement, may void the Protected Traveller's eligibility for reimbursement under the Program.

(a) Proof of Denied Chargeback. As soon as a Protected Traveller is made aware of a Loss, the Protected Traveller must immediately contact the bank(s), payment provider, or credit card issuer (as applicable) to request recovery or reimbursement of the Protected Traveller's funds (a "Chargeback"). A Protected Traveller is only entitled to receive reimbursement under the Program if the bank(s), payment provider, or credit card issuer (as applicable) denies a Protected Traveller's request for a Chargeback. Upon request by Us, a Protected Traveller must provide Bookabach with written proof that he or she contacted the bank(s), payment provider, or credit card issuer (as applicable) and that a request for a Chargeback was denied. To mitigate the Loss, a Protected Traveller is required to accept any settlement or partial payment from the bank(s), payment provider, or credit card issuer (as applicable), but may still be eligible for additional reimbursement under the Program up to the total Loss amount.

(b) Proof of Identity. A Protected Traveller must provide written proofs of his or her identity (e.g., copy of passport, driver's license, utility bills, credit card information, etc.) as We may in Our sole discretion require. We reserve the right to determine the validity of such identity documents in Our sole discretion.

(c) Proof of Reservation. Upon request by Us, a Protected Traveller must provide a copy (electronic or in print) of the Reservation ID or verification provided by the Bookabach Site when the Protected Traveller first booked a property through the Bookabach checkout. In addition, We must also be able to verify the Reservation via evidence of such Reservation in the Bookabach records.

(d) Proof of Reservation Acceptance. Upon request by Us, a Protected Traveller must prove that the Advertiser accepted the Reservation and that the Traveller paid for the Reservation. Proof of acceptance may require You to provide documentation of email, telephone, written or other communications with the Advertiser regarding the Reservation.

(e) Proof of Payment. Upon request by Us, a Protected Traveller must provide written documentation of all payments and refunds (partial, full and/or deposit) made to the Advertiser.

(f) Document the Loss. Upon request by Us, a Protected Traveller must provide all requested written documentation of lost or misappropriated funds. The Protected Traveller must provide written evidence that the Advertiser received funds from the Protected Traveller, was notified of the Protected Traveller's refund request and refused or failed to return or refund such funds to the Protected Traveller. You should not alter or destroy any documentation related to the lost or misappropriated funds until the matter is resolved.

(g) Notify Us. The Protected Traveller must notify Bookabach within thirty (30) business days of the first event giving rise to a Protected Traveller's request for reimbursement under the Program by (i) [contacting customer support](#) or (ii) by mail to the Book with Confidence Guarantee, Attn: Bookabach, Suite 18.2, 1 Albert St, Auckland 1010, New Zealand ; or (iii) by calling 0800 004 657 (8am -12pm NZ time) and +44 2088 271 971.

(h) File a Reimbursement Request. The Protected Traveller must complete, sign and submit the

Reimbursement Request Form with all requested documentation to Us within six months of the first day of Your stay in the subject property. If a completed Reimbursement Request Form is not submitted within this time period any claim shall be deemed denied. The as-submitted Reimbursement Request Form must contain the Protected Traveller's agreement that (i) Any payment available to such Protected Traveller under the Program shall be payable only to the extent that the proceeds of any coverage or recovery provided by any insurance policy or any other source of recovery held or collectible by a Protected Traveller is insufficient to wholly reimburse the Protected Traveller for lost or misappropriated payments made to the Advertiser; (ii) If We issue a reimbursement to You under the Program, You agree that We assume all of Your rights against the Advertiser and any third parties related to the Loss, and may pursue such rights directly or on Your behalf in Our sole discretion; (iii) If We issue a reimbursement to You under the Program and you later receive compensation towards your loss from the Advertiser or an insurance policy or another source of recovery, you will immediately pay Us back up to the reimbursement amount; and (iv) You agree to execute a general Settlement and Release Agreement thereby releasing Us, our parent company, subsidiaries and affiliates from any and all claims You may have arising prior to the date of any payment made under the Program. We will complete the processing of each request for reimbursement under the Program within a reasonable time period after receipt of all requested documentation. As noted above, it is recommended that Protected Travellers seeking reimbursement do not discard or alter any documentation related to the reimbursement request until the matter is resolved.

6. Help us help you. Without prejudice to the requirements set out above, If a Protected Traveller requests reimbursement under the Program, he or she agrees to provide to Us, on a timely basis, any documentation requested to support such request. The Protected Traveller also agrees to fully cooperate with Us in all aspects of the reimbursement process. We may deny reimbursement to any Protected Traveller who does not respond to inquiries regarding an alleged Loss within the timeframe specified in these Terms.

7. Entire Agreement; Contact Information. These Terms constitute the entire agreement between Bookabach and each Protected Traveller with respect to the Program. Except as may be modified by these Terms, each Protected Traveller acknowledges and agrees that it is bound by the existing Terms and Conditions of Use of the Bookabach Site, including, but not limited to, its provision concerning dispute resolution and arbitration. In the event of any conflict between these Terms and the Terms and Conditions of Use, these Terms will govern. If you have any questions regarding the Program or these Terms, please contact us by (i) [contacting customer support](#) or (ii) by mail to the Book with Confidence Guarantee, Attn: Bookabach. Suite 18.2, 1 Albert St, Auckland 1010, New Zealand; or (iii) by calling 0800 004 657 (8am -12pm NZ time) and +44 2088 271 971.