

General Conditions of Guarantee for the Use of the 9flats Rental Property Damage Guarantee

Status: 15 September 2011

The following provisions apply for all bookings of accommodation advertised on the Internet portal <http://www.9flats.com> (hereinafter referred to as “9flats.com”) and handled via 9flats.com.

The guarantee services of 9 Flats GmbH are described conclusively in the following points 1-15.

1 Guarantor

- 1.1 Based on an insurance contract for rental property damage cover concluded between **9 Flats GmbH** (hereinafter referred to as “**guarantor**”) and **Zurich plc** (hereinafter referred to as “**insurer**”), the guarantor grants, subordinate to the tenant’s own private third-party liability insurance, a guarantee for damage to rental property pursuant to the following conditions and within the boundaries of the valid insurance contract.

2 Warrantees

- 2.1 Warrantees are only those persons who are listed by name as “tenant” and “landlord” in a booking confirmation generated via the portal 9flats.com (hereinafter referred to as “warrantees”).
- 2.2 Warrantees can only be consumers pursuant to § 13 of the German Civil Code (BGB).

3 Geographical scope of validity of the guarantee cover

The 9flats guarantee applies worldwide for all accommodation rented out or rented via 9flats.com.

4 Temporal scope of validity of the guarantee cover

The guarantee cover granted under this contract applies during the rental period listed in the booking confirmation generated via 9flats.com, whereby the cover starts at the earliest when the tenant moves into the accommodation booked and ends at the latest when he or she moves out.

5 Personal scope of validity of the guarantee cover

The 9flats guarantee only covers those damaging events that are caused by the tenant himself/herself.

6 Material scope of validity / inventory list

- 6.1 The guarantee covers the statutory third-party liability of the tenant arising from damage to buildings, residential facilities and other rooms rented for private purposes in buildings and booked via 9flats.com, plus the respective rented home contents that are listed in the inventory list pursuant to Clause 6.3 (damage to rental property).
- 6.2 The guarantee covers only damage to the accommodation referred to in the respective booking confirmation.
- 6.3 Inventory items are only covered by the guarantee if the landlord has provided a complete list of the inventory contained in the respective accommodation before the start of the rental period defined in the booking confirmation and if these items were included on the aforementioned inventory list. Subsequent additions will not be taken into account.

7 Exclusions and restrictions

- 7.1 Compensation for the following is excluded:
- a) Damage to items that were not included in the inventory list pursuant to Clause 6.3 of these General Conditions of Guarantee
 - b) Third-party liability claims due to:
 - ba) Attrition, wear and tear, and excessive use;
 - bb) Damage to heating, machine, boiler and hot water heating systems and to electrical and gas appliances;
 - bc) Glass damage if the insured person can insure himself/herself against this specifically;
 - bd) Damage as the result of mould forming;
 - c) The claims for recourse that fall under the waiver of recourse pursuant to the agreement of the fire insurers in the event of overarching damaging events
 - d) Damage in connection with the loss of items
 - e) Damage to rooms/content rented for commercial purposes
 - f) Reciprocal claims between the tenants and the insured person
- 7.2 Irrespective of the number of damaging events and the number of guests during the term of a guarantee contract, the maximum sum per booking and stay reimbursed by the guarantor according to these conditions of guarantee is limited to an amount of **EUR 500,000.00** (in words: five hundred thousand euros).

8 Obligations after the damaging event has occurred

- 8.1 Both the tenant and landlord are obligated
- a) to avoid anything that could result in unnecessary costs (obligation of damage mitigation);
 - b) at the request of 9flats.com to provide all information within 5 days that is necessary to determine the damage claim or the insurer's obligation to pay and the scope thereof, to provide all expedient information truthfully and to submit all the necessary original documents (e.g. receipts of purchase) and other suitable documents.

- 8.2 In addition, the landlord is obligated to notify the damage in writing to **9 Flats GmbH, Lerchenstraße 16a, 22767 Hamburg, Germany** at the latest 5 days after the check-out, whereby a notification by e-mail (**support@9flats.com**) or telephone +44 (0) 2305 149 450 is sufficient to comply with this deadline. As soon as a form is provided by 9flats, this is to be used for reporting any damage.
- 8.3 If there is a wilful breach of one of the aforementioned or the respective additional obligations, the insurer – and thus also the guarantor – is released from its obligation to pay. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce its payment proportionately to the severity of the warrantee's culpability. The insurer remains obligated to pay out if the breach has had no influence on the determination or the scope of the guarantor's obligation to pay unless the warrantee has acted in a fraudulent manner.

9 Payment of compensation and entitlement to claim

- 9.1 If the grounds and amount of the landlord's claim for compensation against the tenant are recognised by the insurer, the guarantee payments will be paid out by the insurer to the landlord directly.

10 Obligations and consequences of breaches of obligations in the event of claims against third parties

- 10.1 If the warrantees have claims for compensation against third parties, they have an obligation to assign these claims in writing to the insurer up to the amount in which compensation for costs is paid by the insurer.
- 10.2 The warrantee must protect his or her claim for compensation or a right used to secure this claim, taking into account the valid regulations with regard to form and deadline, and collaborate as necessary in its enforcement by the guarantor.
- 10.3 If a warrantee wilfully breaches the obligations named in paragraphs 1 and 2, the insurer is not obligated to pay if it consequently cannot gain compensation from the third party. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce its payments proportionate to the severity of the culpability. These disadvantages also have an impact on the relationship to the guarantor to the detriment of the warrantee.
- 10.4 If a warrantee has a claim without legal basis to repayment of remuneration paid against the provider of services for which the insurer has provided restitution payments based on the contract with the guarantor, paragraphs 1 to 3 are to be applied accordingly.

11 Special grounds for forfeiture, limitation

- 11.1 The insurer and consequently also the guarantor are freed from the obligation of compensation if the guarantor (tenant or landlord)
- a) has caused the warranty claim wilfully or due to gross negligence, or
 - b) wilfully attempts to deceive the guarantor or the insurer about circumstances that are of importance for the grounds for and amount of the payment.
- 11.2 The guarantee claim becomes time-barred after three years. The limitation commences with the end of the year in which the landlord's claim against the tenant has been created and was known or had to be known to the landlord. If a claim has been reported to the guarantor, the limitation is blocked until the insurer's decision has been received by the reporting party.

12 Subordination of the guarantee ("subsidiarity")

IF COMPENSATION CAN BE CLAIMED FROM OTHER GUARANTEE OR INSURANCE CONTRACTS BY THE WARRANTEE IN THE CASE OF A GUARANTEE CLAIM, THESE PAYMENT OBLIGATIONS HAVE PRECEDENCE. THIS ALSO APPLIES IF A SUBORDINATE LIABILITY IS ALSO AGREED IN ONE OF THESE CONTRACTUAL RELATIONSHIPS.

13 Claims against third parties

- 13.1 Claims for compensation against third parties will be transferred to the insurer in the statutory scope up to the amount of the payment made.
- 13.2 If necessary, the warrantee is obligated to assign to the insurer claims for compensation in this scope.

14 Place of jurisdiction/Applicable law

- 14.1 If permissible by law, the place of jurisdiction for both parties is Berlin.
- 14.2 If, after conclusion of the contract, a warrantee moves his or her place of residence or usual domicile to a state that is not a Member State of the European Union or a signatory state to the Treaty on the European Economic Area, or if his or her place of residence or usual domicile not known at the time the legal action is filed, the court at the registered office of the insurer has jurisdiction. German law applies.

15 Notifications and declarations of intent

Notifications and declarations of intent from the warrantee and the guarantor must be made in text form (e.g. letter, fax, e-mail).