

Host Damage Protection Terms for Australian Users

These **Host Damage Protection Terms** (“Terms”) apply to Hosts with a **residence or establishment in Australia** and set out the **coverage, limitations, and obligations** governing Airbnb’s Host Damage Protection program. By listing your property or otherwise using the Airbnb platform as a Host, you agree to comply with these Terms, which operate **in addition to** Airbnb’s Terms of Service and Payment Terms.

Please read these Terms carefully, as they contain important information regarding:

- Coverage scope and exclusions,
- Host obligations and reporting requirements,
- Claim procedures and processing timelines,
- Subrogation rights, indemnification obligations, and liability limitations, and
- Arbitration and dispute resolution provisions applicable in the United States.

I. Agreement and Acknowledgments

Airbnb offers **Host Damage Protection** as a **contractual guarantee** to Hosts when a Responsible Guest fails to fulfill their primary obligation to pay for eligible damages under the Airbnb Terms of Service. This guarantee applies **only after** the Host has attempted to recover payment directly from the Responsible Guest.

Key acknowledgments:

1. This is **not an insurance policy** and does not replace any insurance you may carry.
 2. Coverage applies solely to **Eligible Property** damaged or destroyed due to a **Valid Loss**, as defined in Section II.
 3. Hosts must comply fully with all obligations under these Terms to qualify for payment.
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II. Defined Terms

For purposes of these Terms:

- **Valid Loss** means direct physical loss or damage to Eligible Property caused by a Responsible Guest or their Invitee during a confirmed Airbnb stay.
- **Eligible Property** includes residential structures, personal property within the premises, and certain Eligible Vehicles or Vessels used exclusively as accommodations.
- **Responsible Guest** refers to the guest who booked the Airbnb stay during which the damage occurred.
- **Limit** refers to the maximum coverage amount, capped at **USD 3,000,000** or the equivalent in local currency.
- **Unauthorized Guests** are individuals exceeding the number permitted under the Host's House Rules or reservation details.

A full list of defined terms, including **Ineligible Property**, **Bellas Artes**, **Home Linens**, and **Valid Cleaning Costs**, is provided in the extended definitions section of the original Terms.

III. Coverage and Exclusions

A. Coverage Includes:

1. Physical damage to Eligible Property caused by a Responsible Guest or their Invitee.
2. Damage caused by guest-owned or guest-controlled pets, including odor removal and property cleaning exceeding standard cleaning fees.
3. Reasonable additional cleaning costs for unauthorized smoking, unauthorized guests, or accidental contamination events.
4. Loss of reservation income directly resulting from a covered Valid Loss, measured from the date of loss until the property is restored to its pre-loss condition.

B. Exclusions:

No coverage applies for:

- Normal wear and tear, gradual deterioration, or pre-existing damage.
- Acts of nature (e.g., earthquakes, floods, hurricanes) or government seizures.
- Business interruption losses beyond reservation income.
- Fraudulent, dishonest, or criminal acts by the Host or their agents.
- Damage caused after the reservation period ends.
- Mold, fungus, viruses, or microbial contamination of any kind.
- Losses involving prohibited property such as cash, securities, land, underground mines, dams, or large commercial vessels.

A comprehensive exclusions list is included in Section III of the original Terms.

IV. Host Obligations

To maintain eligibility for coverage, Hosts must:

1. **Report** any Valid Loss to Airbnb and the Responsible Guest within **14 days** of guest checkout.
2. Submit a **Payment Request Form** with supporting evidence, including:
 - Photographs, videos, receipts, or invoices;
 - Proof of ownership or legal responsibility;
 - Police reports if applicable.
3. Cooperate fully with Airbnb's investigation, including allowing reasonable inspections of the damaged property.
4. Preserve damaged property until Airbnb completes its assessment.

Failure to meet these obligations may result in denial of the claim.

V. Claims Procedure

1. **Initial Request:**

- Hosts must first seek payment from the Responsible Guest via Airbnb's Resolution Center within 14 days of guest checkout.

2. **Airbnb Review:**

- If the Responsible Guest fails to pay, Hosts may file a **Payment Request Form** with Airbnb within 30 days of the loss, including all required documentation.

3. **Processing Timeline:**

- Airbnb will process completed claims within a reasonable time, aiming for resolution within **three (3) months** after receipt of all required information.

4. **Payment Conditions:**

- Approved claims ("Approved Payment Requests") require the Host to assign to Airbnb any rights to recover amounts from third parties responsible for the loss.
- Payments may be reduced by amounts already reimbursed via insurance, security deposits, or direct guest payments.

VI. Subrogation

Upon payment, Airbnb reserves the right to **pursue recovery** from any party legally or contractually responsible for the damage. Hosts must cooperate fully with such recovery efforts, including providing documentation and participating in legal proceedings if required.

VII. Modifications and Termination

Airbnb may modify or terminate this Host Damage Protection program with:

- **30 days' notice** for material changes, or
- Immediate termination if required by law or regulatory action.

Any claims submitted prior to termination will be processed under the version of the Terms in effect at the time of submission.

VIII. Liability Limitations

To the maximum extent permitted by law:

- Airbnb's total liability under these Terms will not exceed **three (3) times** the amount paid to the Host for the reservation(s) giving rise to the claim, subject to the USD 3,000,000 limit.
- No liability applies for indirect, consequential, or punitive damages except as required by applicable consumer protection laws.

IX. Arbitration and Dispute Resolution (U.S. Residents Only)

For Hosts residing in or bringing claims in the United States, all disputes arising from these Terms will be resolved through **binding individual arbitration**, with:

- A waiver of class actions, jury trials, and consolidated proceedings.
- A requirement for **pre-arbitration dispute notice** and good faith negotiation.
- Administration under ADR Services, Inc. or the American Arbitration Association (AAA) if ADR Services is unavailable.

Detailed procedures, filing requirements, and exceptions are outlined in Section IX of the original Terms.

X. Indemnification

Hosts agree to indemnify and hold harmless Airbnb, its affiliates, officers, employees, and insurers from any claims arising out of:

- Host negligence,
- Breach of contract obligations, or

- Third-party claims related to covered losses, except to the extent caused by Airbnb's own negligence or willful misconduct.

XI. Governing Law and Jurisdiction

These Terms are governed by the laws specified in Section 21 of Airbnb's Terms of Service.

XII. Entire Agreement

These Terms constitute the entire agreement between the Host and Airbnb regarding Host Damage Protection and supersede any prior agreements or representations on this subject.