

OwnerRez ERDP Program Information

OwnerRez Enhanced Rental Damage Program (ERDP) Information

Your OwnerRez activation enrolls you in the ERDP program subject to the below Outline of Benefits and Protection Program agreement. The program Agreement includes the applicable terms, conditions, exclusions, and limits of the program, damage filing procedures, key contacts, and important notices.

OUTLINE OF BENEFITS

PROTECTION PROGRAM LEVEL	BRONZE	SILVER	GOLD	PLATINUM
Contents Limit	\$500	\$1,500	\$3,000	\$5,000
Vacation Homeowner Liability	\$1,000,000	1,000,000	1,000,000	1,000,000
Bed Bug	\$15,000	\$15,000	\$15,000	\$15,000

Eligibility: OwnerRez contracted Property managers and/or owners, who have activated one or more ERDP program levels.

Jurisdiction: United States

Availability: Worldwide

Benefits: Contents damages, liability, and bed bug remediation expense protection

Maximum Eligible Trip Duration: 1 year.

Stipulations: Protection is subject to the following stipulations:

1. Bodily injury or adjacent property damages must arise out of rental activities for which a contracted Vacation rental homeowner becomes liable.
2. Property related Damage(s) must occur during a Contracted Stay.
3. Property related Damage(s) must be verified by the Property manager, Contracted guest(s), or both.
4. The property must be habitable - suitable and fit for a person to live in it - at the time the Contracted guest checks-in for the stay to be eligible for reimbursement; no damages existing prior to check-in are covered. Likewise, no damages occurring after guest check-out are reimbursed.

Reimbursement Process

The protected Property Manager (PMC) is eligible to receive specified reimbursement amounts approved and paid by the program insurer. The *specified reimbursement amount* is defined as "the amount payable according to the program provisions, subject to the program limits."

The program directly reimburses the specified reimbursement amount for approved damages to its enrolled property managers upon claim approval.

PROTECTION PROGRAM AGREEMENT

By **Your** enrollment in the ERDP program, in return for the protection program service fee and compliance with all applicable provisions of this protection program, the program will provide the protection described against physical loss or damage and dilapidations and the Vacation rental homeowner premises liability(s) arising out of a contracted stay(s) however caused by the contracted guest, subject to the program terms and conditions described. In any country where **We** may be prevented by law or otherwise from carrying out this agreement, the protection program shall pay any expenses incurred with **Our** or the program insurer's written consent in accordance with this agreement.

DEFINITIONS

1. In this protection program, **You** and **Your** refer to to the Property Manager and/or Owner of the OwnerRez account enrolled in the program. **We**, **Us** and **Our** refer to OwnerRez.
2. Certain words and phrases are defined as follows:
 1. **Aircraft** means any contrivance used or designed for flight including any parts whether or not attached to the aircraft, including model or hobby aircraft.
 2. **Business** includes trade, profession or occupation with the sole exception being Vacation Rentals as transacted through You.

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3. **Hovercraft** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles.
4. **Property Owner** means the legal, registered owner of the **Residence Premises**.
5. **Rental Location** means:
 1. The **Residence Premises**;
 2. other structures in the grounds of the **Residence Premises** and used by the **Occupant** as a residence and made available for use by the **Occupant**.
6. **Motor Vehicle** means;
 1. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration;
 2. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 3. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any Beneficiary and designed for recreational use off public roads;
 4. any vehicle while being towed by or carried on a vehicle included in 5a, 5b, or 5c.
7. **Occupant** means the person(s) renting the **Residence Premises** and named in the **Vacation Rental Agreement**, and approved guests whilst residing at the **Residence Premises**.
8. **Occupant Smoking** means **Occupant** smoking of tobacco products in designated non- smoking rental units in violation of the terms of the rental agreement
9. **Vacation Rental Agreement** means the executed and legally binding contract for rental of the **Residence Premises**.
10. **Property Damage** means physical injury to or destruction of tangible property, including loss of use of this property.
11. **Residence Employee** means an employee of any **Property Owner** who performs household or domestic services duties in the **Residence Premises**.
12. **Residence Premises** means the unit shown as the Residence Premises in the Rental Agreement.
13. **Smoking Cleanup Expenses** means the costs associated with the deployment of professional grade commercial hydroxyl and/or ozone generators for the purpose of reducing residual tobacco smoke odors arising out of Occupant smoking solely as respects designated non-smoking units, and the associated loss of rental income during the deodorizing period.
14. **Watercraft** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.

SECTION I. DAMAGES TO OWNER'S PROPERTY

PROPERTY - Dwelling

Protection applies to the following:

The alterations, appliances, fixtures and improvements which are part of the building contained within the **Residence Premises**; items of real property which pertain exclusively to the **Residence Premises**.

Protection does not apply to

Land, including land on which the **Residence Premises**, real property or structures are located.

PROPERTY - Personal Property.

Protection applies to the following:

Personal property while it is in the **Residence Premises**.

The program protection applies for **Smoking Cleanup Expenses** due to **Occupant Smoking-Related Damage** in violation of Your Rental Agreement subject to the following limits:

ONE bedroom units	TWO bedroom units	THREE bedroom + units
USD \$250 each single Lease Violation	USD \$500 each single Lease Violation	USD \$750 each single Lease Violation
USD \$750 in the aggregate for all Lease Violations	USD \$1,500 in the aggregate for all Lease Violations	USD \$2,250 in the aggregate for all Lease Violations

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Protection does not apply for the following:

1. Animals, birds or fish;
2. **Motor Vehicles**, or their accessories, equipment and parts;
3. **Aircraft**;
4. **Hovercraft** and parts;
5. **Watercraft** of all types, including their trailers, furnishings, equipment and outboard engines or motors;
6. Property of the **Occupant**;
7. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of money, bank notes, bullion, gold, securities, accounts, deeds, evidences of debt, letters of credit, notes;
8. Firearms and related equipment;
9. Silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

LIMITATIONS

Occupant Smoking- Related Property Damage and Smoking Cleanup Expenses

This protection program indemnifies you for **Occupant Smoking-related Property Damage and Smoking Cleanup Expenses** that takes place during the Rental Period at the **Residence Premises** in violation of Your lease. The program obligations are limited to indemnifying **You** for **Occupant Smoking-related Property Damage and Smoking Cleanup Expenses** up to the program protection limit. Neither We nor the program insurer shall have any obligation to arrange or perform any services whatsoever in connection with any **Occupant Smoking-Related Property Damage and Smoking Cleanup Expenses**.

EXCLUSIONS

This protection program does not provide for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Wear and tear; marring; deterioration; inherent vice; latent defect; faulty workmanship; mechanical or electrical breakdown; refurbishment or renovation; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; birds, vermin, rodents, insects or domestic animals;
2. Gross negligence or criminal acts caused by the Occupant;
3. Smoking except **Smoking Clean up Expenses** due to **Occupant Smoking-related Property Damage at Resident Premises** arising from violation of Your Rental Agreement;
4. Ordinance Or Law;
5. Neglect of a **Property Owner** to use all reasonable means to save and preserve property at and after the time of a loss;
6. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), warlike act by a military force or military personnel; civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority. Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
7. Nuclear reaction, nuclear radiation, radioactive contamination or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component however such nuclear reaction nuclear radiation or radioactive contamination may have been caused;
8. **Intentional Loss** meaning any loss arising out of any act a **Property Owner** commits or conspires to commit with the intent to cause a loss;
9. **Governmental Action** meaning the destruction, confiscation or seizure of property described in Protection A or C by order of any governmental or public authority.

CONDITIONS applicable to this Section.

A. Interest and Protection Program Limits

The protection program will not apply to any one loss:

1. More than the amount of **Your** interest at the time of loss; or
2. More than the applicable protection program limits.

B. Loss Settlement

Covered property losses are settled as follows:

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1. Personal property at the actual cost to repair or replace at the time of loss but not more than the amount required to repair or replace.
2. Dwelling:
 - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
 - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

SECTION II. PROPERTY OWNER'S LIABILITY

LIABILITY LIMIT: \$1,000,000

DEDUCTIBLE: \$5,000

If a claim is made or a suit brought against the **Property Owner** who is legally liable for damages because of bodily injury or **Property Damage** to which this protection applies, **the ERDP** program will:

1. Pay up to the protection program limits shown in the Rental Agreement for the damages for which the Property Owner is legally liable; and
2. Provide a defense at **Our** insurer's expense by counsel of **Our** insurer's choice. **We** may make any investigation and authorize settlement of any claim or suit that **We** or **Our** insurer decide is appropriate. **We** and **Our** insurer's obligation to defend any claim or suit ends when the amount paid for damages resulting from the occurrence equals the protection program limits.

MEDICAL PAYMENTS TO OTHERS

ANNUAL AGGREGATE LIMIT PER PROTECTED PROPERTY: \$5,000 MAX \$500 PER PERSON

DEDUCTIBLE: \$0

Protection applies to the following:

The ERDP protection program will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing bodily injury. Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

This protection does not apply to:

You or Residence Employees.

As to others, this protection applies only:

1. To a person on the **Rental Location** with the permission of any **Occupant** or **You**; or
2. To a person off the **Rental Location**, if the bodily injury:
 1. Arises out of a condition in the **Rental Location** or the ways immediately adjoining;
 2. Is caused by **You**;
 3. Is caused by a **Residence Employee** in the course of the **Residence Employee's** employment by **You**.

Payments under this protection section are limited to the maximum amount per person as stated above.

EXCLUSIONS

Protection under both the Liability and the Medical Payments to Others does not apply to bodily injury or **Property Damage** which:

1. Is expected or intended by **You**;
2. Arises out of an illness, sickness or disease transmitted intentionally or unintentionally by a protected person to anyone, or any consequence resulting from that illness, sickness or disease.
3. Arises out of the rendering or failing to render professional services;
4. Arises out of any premises owned or rented to **You** which is not a **Rental Location**;
5. Arises out of the ownership, maintenance, use, loading or unloading of:
 1. an **Aircraft**;
 2. a **Motor Vehicle** owned or operated by, or rented or loaned to **You**; or
 3. a **Watercraft**;
6. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), warlike act by military force or military personnel; civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or

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destruction of or damage to property by or under the order of any government or public or local authority.
Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

Protection under Medical Payments to Others does not apply to:

1. Any person, eligible to receive any benefits required to be provided or voluntarily provided under any worker's or workmen's compensation, non-occupational disability or occupational disease law;
2. Nuclear reaction, nuclear radiation, radioactive contamination or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component however such nuclear reaction nuclear radiation or radioactive contamination may have been caused.

NEIGHBORS AND TENANT'S LIABILITY

The ERDP program will apply if the **Property Damage** for which **You** become legally obligated to pay is for:

1. Damage for which **You** are legally liable;
2. Damage for which **You** are liable when the consequences of such damage spread from the **Residence Premises** to the premises of neighbors and co-tenants.

Protection does not apply to:

1. Liability assumed under any written contract or agreement by contract or agreement in connection with **Your Business**;
2. **Property Damage** to property owned by **You**;
3. Bodily injury to any person eligible to receive any benefits required to be provided or voluntarily provided by **You** under any worker's or workmen's compensation, non-occupational disability, or occupational disease law; or
4. Bodily injury, or **Property Damage** for which **You** are also insured under a nuclear energy liability protection program or would be protected but for its termination upon exhaustion of its protection program limits. A nuclear energy liability protection program is a protection program issued by Nuclear Energy Liability Association, Mutual Atomic Energy Liability Underwriters, Nuclear Protection Program Association of Canada, or any of their successors, or any other nuclear energy liability protection program issued by any foreign government or foreign jurisdiction.
5. Protection under Medical Payments to Others.

Additional Protections

The ERDP program provides claim expenses, first aid expenses and damage to property of others in addition to the program limits of liability.

With respect to claim expenses, the ERDP protection program pays:

1. Expenses incurred and costs taxed against any **Property Owner** for which **You** are contractually liable in any suit the Program insurer defends;
2. Premiums on bonds required in a suit defended by the program insurer, but not for bond amounts greater than the protection program limits for **Property Owner's** Liability, although neither **We** nor the program insurer are obligated to apply for or furnish any bond;
3. Reasonable expenses incurred by any **Property Owner** or **You** at **Our** or the program insurer's request, including actual loss of earnings (but not loss of other income) up to \$100 per day for assisting in the investigation or defense of any claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before the program pays or tender, or deposits in court that part of the judgment which does not exceed the protection program limits that applies.

With respect to first aid expenses, the ERDP program pays expenses for first aid to others incurred by **You** for bodily injury protected under this protection program. The ERDP program will not pay for first aid to **You**.

With respect to damage to property of others, the ERDP protection program pays up to \$500 per occurrence for **Property Damage** to property of others caused by **You**.

Protection does not apply for Property Damage:

1. To property insured under personal property or any similar type of protection; caused intentionally by **You**;
2. To property owned by or rented to **You**;
3. Arising out of:
 - a. **Business**;

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- b. any act or omission in connection with a premises owned rented or controlled by **You**, other than the **Rental Location**;
- c. the owner maintenance, or use of a **Motor Vehicle, Aircraft or Watercraft**.

GENERAL CONDITIONS

Duties After Loss

In case of a loss to protected property, **We** have no duty to provide this protection under this protection program if the failure to comply with the following duties is prejudicial to **Us**. These duties must be performed either by **You** or a representative. In the case of item 2 below these duties must be performed either by **You** or a representative.

It is **Your** or a representative's duty to collaborate with the **Us** in the gathering of any of the required information:

1. Give prompt notice to **Us** or **Our** agent;
2. Notify the police in case of loss by theft;
3. Protect the property from further damage. If repairs to the property are required, **You** must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
4. Cooperate with **Us** in the investigation of a claim;
5. Prepare an inventory of damaged property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
6. As often as **We** or **Our** agent reasonably require, show the damaged property;
7. Provide **Us** with records and documents **We** or **Our** agent request and permit **Us** to make copies; and to inspect any **Residence Premises** as often as **We** or **Our** agent reasonably require following notice of loss / Incident;
11. Submit to examination under oath, while not in the presence of another **Property Owner**, and sign the same.
12. Send to **Us**, within 60 days after **Our** or **Our** agent's request, **Your** signed, sworn proof of loss which sets forth, to the best of **Your** knowledge and belief.
 - a. The time and cause of loss;
 - b. The interests of **You** and all others in the property involved and all liens on the property;
 - c. Other protection which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the protection program;
 - e. A copy of a recognized pest control association member company report regarding any Bed Bug infestation at the **Residence Premises**; and documentation of the actual and/or anticipated Remediation Costs.
 - f. Specifications of damaged dwelling and detailed repair estimates;
 - g. The inventory of damaged personal property described in 5. above.

Loss To a Pair Or Set

In case of loss to a pair or set **We** may accept the:

1. Repair or replacement of any part to restore the pair or set to its value before the loss; or
2. Payment of the difference between actual cash value of the property before and after the loss.

Appraisal

If **You** and **We** fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 30 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 30 days, **You** or **We** can ask a judge of a court of record in the country where the **Residence Premises** is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to **Us**, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by **You** and **Us**.

Suits Against Us

No action shall be brought unless there has been compliance with the protection program provisions and the action is started within one year after the occurrence causing loss or damage.

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Our Option

If **We** or **Our** agent give **You** written notice within 30 days after receipt of **Your** signed, sworn proof of loss, **We** may coordinate the repair or replacement of any part of the damaged property with material or property of like kind and quality.

Loss payment

The protection program insurer will adjust all losses. Any protection program payment will be payable to **You** unless some other person is named in the protection program to receive payment. Payment for loss will be made within 60 days after **We** reach agreement with **You**, entry of a final judgment, or the filing of an appraisal awarded with regards to the ERDP program.

Abandonment Of Property

Neither **We** nor the protection program insurer are obligated to accept any property abandoned by a **Property Owner** or **Occupant**.

No Benefit to Bailee

The protection program will not recognize any assignment or grant any protection that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this protection program.

Recovered Property

If **You** or **We** recover any property for which payment has been made under this protection program, **You** or **We** will notify the other of the recovery. At **Your** option, the property will be returned to or retained by **You** or it will become **Our** property. If the recovered property is returned to or retained by **You**, the loss payment will be adjusted based on the amount **You** received for the recovered property.

Rental Period

This protection program applies only to loss or damage which occurs during the rental period specified in the Rental Agreement.

Concealment Or Fraud

Our protection program provides protection to no **Property Owners** under this protection program if, whether before or after a loss, a **Property Owner** has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct or made false statements relating to this protection.

Other Insurance and Service Agreement

If a loss protected by this protection program is also protected by:

1. Other Insurance, the protection program will pay only the proportion of the loss that the limits which apply under this protection program bears to the total amount of insurance covering the loss; or
2. A service agreement, except a service agreement in the name of a corporation or association of **Property Owners**, this protection is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as protection.

Waiver Or Change Of Protection Program Provisions

A waiver or change of a provision of this protection program must be in writing by **Us** to be valid. **Our** request for an appraisal or examination will not waive any of **Our** rights.

Assignment

Assignment of this protection program will not be valid unless **We** or **Our** agent give written consent.

Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, **We** may require an assignment of rights of recovery for a loss to the extent that payment is made by the protection program.

If an assignment is sought, **You** must sign and deliver all related papers and cooperate with **Us** and any insurer or their agent connected with the protection program. Subrogation does not apply to Medical Payments to Others or **Damage to Property** of Others.

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Cancellation

We may discontinue this protection program by delivering to **You** written notice stating when the cancellation shall be effective. Email receipt confirmation shall be sufficient proof of notice and this Protection Program shall terminate at the date and hour specified in such notice.

GENERAL PROGRAM EXCLUSIONS

MICROORGANISM EXCLUSION (ABSOLUTE)

This protection program does not provide protection against any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless of whether there is (i) any physical loss or damage to **Property Owner** property; (ii) any protected peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the protection program that provides protection, in whole or in part, for these matters.

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within this protection program, this protection program does not provide protection for land (including but not limited to land on which the **Property Owner** property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the protection program), this protection program does not provide protection against:

1. Any loss, damage, cost or expense, or
2. Any increase in loss, damage, cost or expense, or
3. Any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat there (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril **Property Owner**, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used herein includes (but is not limited to):

1. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian

Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

2. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL

Nothing contained herein shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Protection Program. Any provision within this Protection Program which provides protection for debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which **the ERDP program** insurer agrees to pay, or which but for the application of an amount or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this protection program also provide protections, within the Sum

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protected, subject to the limitations and method of calculation below, and to all the other terms and conditions of the protection program, costs or expenses;

1. which are reasonably and necessarily incurred by **You** in the removal, from the premises of **You** at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 2. of which **You** become aware and advises the amount thereof to **Us** hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this protection program for loss where costs or expenses for removal of debris are incurred by **You** (subject to the limitations in paragraph 1 above):
1. the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 2. the amount of such costs or expenses as limited in (a) above shall be added to:
 - i. the amount of the Damage or Destruction; and
 - ii. all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of an amount or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this protection program is subject and the limit (or applicable sub-limit) of this protection program, shall be applied.

ELECTRONIC DATA EXCLUSION

This protection program does not provide protection against loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Should electronic data processing media protected by this protection program suffer physical loss or damage, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media; however, this protection program does not provide protection for any amount pertaining to the value of such ELECTRONIC DATA to **You** or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this protection or any endorsement thereto it is agreed that this protection excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of

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terrorism. If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not protected by this protection, the burden of proving the contrary shall be upon the **Property Owner**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this protection program excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

OTHER PROGRAM CONDITIONS

1. Misrepresentation or Fraud

All protection provided by this program Agreement will be null and void if **You**, at any time, misrepresent or conceal any material fact, regardless of intent. No action or inaction by Us or the program insurer will be deemed a waiver of this provision.

2. Conformity to Statute

Any provision of this program Agreement that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

3. Severability

If any part of this program Agreement is found to be unenforceable or conflicts with applicable law, the rest and remainder of the Agreement remains in full force and effect.

TERMINATION

- RentalGuardian, OwnerRez and the program underwriters reserve the right to cancel **Your** enrollment in the program with 10 days written notice. Notice will be delivered to the last known executive email account at the time of notice delivery.
- **You** may terminate **Your** participation in the program at any time by logging in to your OwnerRez panel and ending the program. Once this action has been taken, no further coverage will be purchased. Any previously existing coverage for future bookings can remain in effect, or be removed and credited, as instructed in **Your** OwnerRez panel and/or by OwnerRez support."

RIGHT TO IMMEDIATE SUSPENSION, DE-ACTIVATION

RentalGuardian reserves the right to immediately suspend or deactivate any previously activated Account in the event (1) that the program administrator determines that the Account is ineligible for protection and/or enrollment in the program;

(2) that evidence of appropriate authorization to RentalGuardian is not provided in a timely manner;

(3) that the account is found to be in violation of known insurance regulations or other applicable laws;

(4) that the account attempts to enroll ineligible bookings into the program.

Claims Procedures

Property Damage & Bed Bug Claims: Property damage and bed bug claims arising under the Policy should be initiated by accessing the Open Claim functionality on the control panel of Your OwnerRez account. For details, see <https://www.ownerreservations.com/support/articles/damage-protection-overview#claims>.

For **Contents** and **Bed bugs** incidents, whenever a guest reports an incident or damage is discovered at-check out, complete **Your** claims submissions through the OwnerRez platform and receive reimbursements for those damages approved by the program underwriter's designated claims adjudicator.

OwnerRez ERDP Program Information

Timelines / Deadlines:

- OPEN A property damage or bedbug CLAIM within fourteen (14) calendar days of the Covered Booking Check-Out Date.
- SUBMIT COMPLETE CLAIM DOCUMENTATION within forty-five (45) calendar days after Opening the Claim.

Claim documentation should include:

- (1) a receipt or estimate for repair or replacement of the damaged property;
- (2) one or more photos of the damaged property;
- (3) in the event of Guest-reported theft, a scanned copy of the related police report; and/or
- (4) in the event of bed bug losses, receipts for extermination and relocation expense plus proof of loss of rental income (if applicable).

Failure to submit supporting documentation may result in a delay in claim processing or denial of claim payment. Neither RentalGuardian nor OwnerRez have authority to approve or deny claims; claims adjudication decisions are entirely the responsibility of the program insurer's designated, independent claims adjudicator.

Liability Claims: For liability claims, the manager contacts the claims advocate or broker to initiate the claim. A claim form along with other supporting information is submitted and each claim is processed on its own merits. Deductibles apply to these protection sections. Adjusters may be required for significant damages and liability issues.

NOTICE REGARDING THE ERDP PROGRAM

- The OwnerRez ERDP Program responds to guest-caused damages; intentional acts by the homeowner(s) and manager(s) are not protected.
- **Your** OwnerRez ERDP Program is not travel insurance and offers no protection (or reimbursement) to guests for trip cancellation and interruption, transportation expenses, and baggage damaged while in transit.
- Property damage and bodily injury as a result of natural disasters (earthquakes, floods, hurricanes, hail damage, volcano or wind damage), other weather-related events, or acts of God are not protected by the OwnerRez ERDP Program.
- Claims will be monitored regularly. Accounts with high claims experience or with frequent denials may be contacted and strategies provided to mitigate losses and improve efficiencies.
- **Your** OwnerRez ERDP Program is not Event Insurance.

NOTICE REGARDING LICENSED AGENTS

Only a licensed insurance broker can discuss **Your** insurance needs and advise You on insurance coverage. For questions on primary insurance, please consult a licensed professional.

General Terms and Conditions

1. **Not A Maintenance Program.** The OwnerRez ERDP is NOT a property or facility maintenance program. Labor performed by in-house staff is excluded unless approved in writing by the program provider.
2. **Claims Adjudication.** Neither RentalGuardian nor OwnerRez have authority to approve or deny claims; claims adjudication is entirely the responsibility of the program insurer's underwriters and their designated third-party administrators.
3. **Replacement.** Before a full replacement is authorized, claimant is obligated to provide adequate evidence that a damaged item could not be repaired. To expedite the claims process, in lieu of a receipt, You may submit a replacement estimate until a final receipt or stamped-paid estimate is available.
4. **Protected Party.** Under the OwnerRez ERDP program You (and not the renter) are a protected party. Therefore, no individual property protection documentation is auto-delivered to **Your** guests. Claims for reimbursement of damage expenses will be filed by You and claims payments remitted to You. If You need to access information about a specific OwnerRez ERDP protected booking, log into **Your** OwnerRez account, and search using **Your** booking number or other details. Access claims filing functionality on the resulting profile page. Contact support@rentalguardian.com for assistance with record lookups and claims open and submission support.
5. **Administrative Fee.** The funds that a purchasing renter pays for **Your** program, if any, includes an administrative fee OwnerRez is charging for **Your** Program costs.
6. **Protection Term.** Each OwnerRez ERDP term is for the duration of the protected occupancy.

OwnerRez ERDP Program Information

7. **Billing Frequency.** You will be invoiced monthly for each Protected Booking stay night, including stay nights added to the original protection term.
8. **Modification.** Modifications of booking details such as stay dates, destination, and traveler information must be reported timely to ensure accuracy of data and billing and to ensure the integrity of program payment and claims processes.
9. **Rights of Inspection, Verification, Recovery, Salvage.** Underwriters and/or their designated agents reserve the right to inspect claimed damages/losses, verify claimed damage/losses with renter/guest, and/or physically take possession of and salvage replaced, claim-reimbursed items.

Reporting

Booking Transaction Reporting Requirements

Booking transaction data completeness, accuracy, and timeliness are **Your** responsibility. Vacation bookings subject to the Program should be reported prior to the start date of each booking (this reporting is automatic if **Your** data is present in Your OwnerRez account).

Additional Reporting Requirements

1. Booking number, booking contact, booking date, trip dates and destination name, city, state, zip, and country address information are required.
2. Audit **Your** OwnerRez ERDP data to ensure that no transactions are missing or incomplete, and that reported transactions are accurate.
3. For assistance with reporting, email support@rentalguardian.com.

The OwnerRez ERDP Protection only applies to those bookings for which the required information is received and the applicable premium is paid.

Vacation Rental Best Practices

Carefully review the applicable terms and limits of **Your** program Agreement and any other protection or insurance You may carry. You may wish to consider the following:

- *Sufficient Security Deposits:* Collect a sufficient security deposit for higher-risk rentals such as large rental parties or rental guests participating in special events.
- *Check-in Procedures:*
 - *Requirement for Timely Reporting by Guests:* Inform Guests in **Your** Check-In / Welcome Package or Checklist that they must immediately report rental damage to You.
 - *Notice to Guests Regarding Responsibility for Damage not Covered by or in Excess of **Your** Limited Damage Waiver:* Include in the Rental Check-In / Welcome Package Checklist **Your** rental occupancy conduct requirements, including a statement that the Guest is responsible for damage not covered by or in excess of **Your** Limited Damage Waiver.

KEY EMAIL CONTACTS

Accounting & Billing: help@ownerreservations.com.

Claims Support: support@rentalguardian.com

Protection Program Information: See <https://www.ownerreservations.com/support/articles/enhanced-damage-protection-common-issues-questions#limits>.

ABOUT RENTALGUARDIAN®

RentalGuardian® is a unique online software service provider, specializing in the needs of property managers, with state-of-the-art features including fully integrated, scalable API; multi-underwriter support tools; unique online claim tools for simplified claims administration; and superior document delivery and administrative functionality. See www.rentalguardian.com for more information.

NOTICE

The OwnerRez ERDP program is backed by a policy of insurance underwritten and made effective by certain underwriters at Lloyds of London. Evidence of insurance may be made available upon request.

OwnerRez ERDP Program Information

This protection program is not intended to replace primary homeowners or commercial property package insurance for the vacation property owner. Only licensed insurance agents or brokers can analyze your specific situation, discuss your insurance needs and advise you on insurance coverage.

Neither OwnerRez nor RentalGuardian provide legal advice, contract advice, or accounting advice. Property Managers and Program Participants should consult qualified professionals for legal, regulatory, contract or accounting advice.