

## OwnerRez ERDP Program Information

### OwnerRez Enhanced Rental Damage Program (ERDP) Information

Your OwnerRez ERDP activation enrolls You in the ERDP program subject to the below Protection Program agreement. The Protection Program Agreement includes the applicable terms, conditions, exclusions, and limits of the program, damage reporting and reimbursement request procedures, key contacts, and important notices and disclosure.

#### PROTECTION LIMITS

PROTECTION PROGRAM LEVEL	BRONZE	SILVER	GOLD	PLATINUM
Contents Limit	\$500	\$1,500	\$3,000	\$25,000
Vacation Homeowner Liability	\$1,000,000	1,000,000	1,000,000	\$1,000,000
Real Property	None	None	None	\$1,000,000
Bed Bug	\$15,000	\$15,000	\$15,000	\$15,000
Cost Per Booking	\$16.00	\$21.00	\$31.00	\$42.00

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

Jurisdiction: United States

Availability: Worldwide

Obligations: Property damages, vacation homeowner liability, and Bed Bug Remediation expense

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 Property Owner becomes liable.
2. Property related Damage(s) must occur during a Contracted Stay.
3. Property related Damage(s) must be verified by the Property Owner/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 vacation rental Property Owner is eligible to receive specified reimbursement amounts approved and paid by the program's insurer. The *specified reimbursement amount* is defined as "the amount payable according to the program provisions, subject to the program limits."

Upon approval of a claim against the program obligations, the program directly reimburses the specified reimbursement amount for approved damages to its enrolled property managers and Property Owners who have paid the program fee.

#### PROTECTION PROGRAM AGREEMENT

By Your enrollment in the ERDP program ("the ERDP", "the program"), in return for the program service fee and compliance with all applicable provisions of this protection program, the ERDP will add to the OwnerRez services the specified obligations against physical damage and the Vacation rental **Property Owner Rental Premises** liability(s) arising out of a contracted stay(s) however caused by the contracted guest(s), 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 ERDP shall pay any expenses incurred with Our or the program insurer's written consent in accordance with this agreement.

#### I. DEFINITIONS

1. In this protection program, You and Your refer to the property manager and/or **Property 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** any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo, but including unmanned aerial vehicles (drones).
  2. **Bed Bugs** means insects, known as cimex lecularius, that feed on the blood of human beings.
  3. **Bed Bug Infestation** means a **Bed Bug** infestation that has been confirmed by a licensed pest control professional.
  4. **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that results.
  5. **Business** means a trade profession or occupation engaged in on a full-time, part-time or occasional basis; or any other activity engaged in for money or other compensation, except the rental of or holding for rental a **Rental Premises**.

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6. **Dwelling Property** means the **Rental Premises** that **You** report to **Us** for protection under this program, including the: (i) building or structure; (ii) completed additions; (iii) permanently installed machinery or equipment; (iv) floor coverings; and (v) built-in appliances used for refrigerating, ventilating, cooking, dishwashing or laundering. Covered **Dwelling Property** does not include tangible **Personal Property**, whether owned by **You** or others, within the **Rental Premises**.
7. **Excess Cleaning** means the cleaning that must be completed after a covered stay that is excess over the customary and normal cleaning needed after a covered stay.
8. **Golf Cart** means small, motorized vehicle weighing less than 2,500 pounds with a maximum speed of 25mph, designed to carry passengers and/or light possessions and personal effects.
9. **Linens** means mattress covers, bedspreads, comforters, duvets, and blankets, provided they are not worn out and/or beyond life expectancy, but does not include pillowcases, sheets, wash cloths and towels.
10. **Loss of Rent** means the fair rental value of that part of the **Rental Premises** rented to others or held for rental by **You** less any expenses that do not continue while that part of the **Rental Premises** rented or held for rental is not habitable.
11. **Motor Vehicle** means;
  1. A self-propelled land or amphibious vehicle other than **Golf Cart**; or
  2. Any trailer or semitrailer which is being carried on, towed by or hitched for towing.
  3. A motorized snowmobile, or other motorized land vehicle with a maximum speed over 25 mph and designed for recreational use off public roads;
  4. Any vehicle while being towed by or carried on a vehicle including in 11.1., 11.2., 11.3.
12. **Incident** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, on a **Rental Premises** which results in **Property Damage to Your Personal Property**.
13. **Personal Property** means the tangible personal property owned by **You** or the owner within the **Rental premises** at the time of rental, including linens.
14. **Property Damage** means physical injury to, destruction of, or loss of use of the covered **Personal property**.
15. **Property Owner** means the legal, registered owner of the **Rental Premises**.
16. **Protected Location** means: (a) the **Rental Premises**; and (b) the part of other premises, structures and grounds contained within continuous common grounds owned or operated by the owner and used by the **Renter** pursuant to the **Rental Agreement**.
17. **Remediation** means to evaluate, measure, test, treat, contain, dispose of, or remove pathogenic organisms.
18. **Rental Agreement** means a written (whether electronic or paper) agreement between two parties and provides for use and occupancy of a dwelling and its premises for a defined and limited period of time. The **Rental Agreement** shall be deemed to have terminated at the earliest of the following: (a) the termination date in the agreement; (b) the date on which the **Renter** vacates the premises which are the subject of such agreement; or (c) the date on which the owner regains care, custody or control of the property.
19. **Rental Premises** means the rental housing or apartments (units) owned or managed by **You** and where the **Renter** resides, and which is specifically scheduled to this policy.
20. **Renter** means the individual(s) listed on the written **Rental Agreement** and: (i) any person related to these individuals by blood, marriage or adoption (including a ward or foster child) who resides in the **Rental Premises** and (ii) an invitee who enters the **Rental Premises** with the **Renter's** knowledge and authorization either as a social guest or for reasons other than commercial or business intents.
21. **Renter Smoking Lease Violation** means **Renter** smoking any of the following in designated non-smoking rental units in violation of the terms of the **Rental Agreement**: tobacco products, cigarettes, cigarillos, cannabis products, cigars, pipes, hookahs, and any other smoking devices including electronic cigarettes or other vaporizers.
22. **Residence Employee** means an employee of any **Property Owner** who performs household or domestic services duties in the **Rental Premises**.
23. **Smoking-related Cleaning Expense** means the costs associated with the deployment of professional grade commercial hydroxyl and/or ozone generators for the purpose of reducing residual smoke odors caused by **Renter** smoking; wall washing; carpet cleaning; and the associated loss of rental income during the cleaning period, subject to limits and terms of this policy.
24. **Smoking-related Damage** means physical damage, including residual smoke odors, to the covered **Personal Property** located within a **Rental Premises** arising out of **Renter** smoking.
25. **Watercraft** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.

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### II. DAMAGES TO PROPERTY

The ERDP obligation applies solely to **Renter**-caused specified **Property Damage** during a contracted stay at the **Rental Premises** under a **Rental Agreement**.

#### A. Dwelling Property Protection (Platinum Level Only, after \$5,000, up to and not to exceed \$1,000,000 per Incident)

The ERDP obligation applies to the **Dwelling Property** and items of real property which pertain exclusively to the **Rental Premises**. The ERDP obligation does not apply to land, including land on which the **Rental Premises**, real property or structures are located.

#### B. Personal Property Protection (Bronze, Silver, Gold, and Platinum Levels)

The ERDP obligation applies to **Your Personal property** while it is in the **Rental Premises**.

#### C. Smoking Cleaning Expense (Bronze, Silver, Gold, Platinum)

The ERDP obligation applies for **Smoking Cleaning Expense** due to **Renter Smoking-Related Damage** in violation of **Your Rental Agreement** subject to the following limits:

One-Two bedroom units	Three-bedroom units	Four-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

The ERDP reimburses **You** for **Renter Smoking-related Property Damage** and **Smoking Cleaning Expense** that takes place during the Rental Period at the **Rental Premises** in violation of **Your** lease. The ERDP obligations are limited to reimbursements to **You** for **Renter Smoking-related Property Damage** and **Smoking Cleaning Expense** up to the program protection limit. There is no obligation under the ERDP for **US** or the program insurer to arrange or perform any services whatsoever in connection with any **Renter Smoking-Related Property Damage** and **Smoking Cleaning Expense**.

The ERDP **Property Damage** Protection obligation does not apply to **Damage** to the following **Property**:

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 **Renter**;
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.

### PROPERTY DAMAGE EXCLUSIONS

The ERDP **Property Damage** obligation applies to **Renter**-caused damage **Incidents** that arise during a contracted stay. The obligation does not apply to any damage caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the damage.

1. Intentional destructive loss, meaning any loss arising out of any act committed by or at the direction of any person with the intent to cause a loss. This includes vandalism.
2. Defective, deferred or faulty maintenance, construction, building materials, fixtures or appliances.
3. Wear and tear, marring, deterioration, inherent vice, latent defect, mechanical breakdown, manufacturer's defect or mechanical failure.
4. Gross negligence or criminal acts caused by the **Renter**;
5. Smoking except **Smoking Cleaning Expense** due to **Renter Smoking-related Property Damage at Resident Premises** arising from violation of **Your Rental Agreement**;
6. Neglect of a **Property Owner** to use all reasonable means to save and preserve property at and after the time of an **Incident**;
7. **Intentional Loss** meaning any loss arising out of any act a **Property Owner** commits or conspires to commit with the intent to cause damage;
8. Force Majeure including but not limited to war or any warlike operation whether declared and undeclared war, civil war, insurrection, revolution, rebellion, civil commotion or any consequence thereof; governmental action,

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meaning seizure or destruction of property by order of governmental authority; nuclear hazard, meaning any nuclear reaction, radiation, or radioactive contamination; Ordinance or Law.

9. Any trailers or mobile homes, whether or not anchored or fixed to a particular location.
10. **Property damage** to property rented to, occupied by, or in the care of a **Property Owner**.
11. Damage or expense arising from any location that is not a **Rental Premises**.
12. Damage arising at any time other than during a contracted stay under a **Rental Agreement**.
13. Damage arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 USCA Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.
14. Damage caused by
  1. constant or repeated seepage or leakage over a period of weeks, months or years;
  2. the presence or condensation of humidity, moisture or vapor;
  3. water or water-borne material that backs up through sewers or drains;
  4. water or water-borne material below the surface of the ground, including water that exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
  5. overflow that occurs outside the **Rental Premises**;
  6. water damage involving any heating, ventilating or air conditioning unit.
  7. water damage involving a sump, sump pump, automatic fire protective sprinkler system or related equipment.

### PROPERTY DAMAGE CONDITIONS

The ERDP Dwelling Property obligation will not apply to any one **Renter**-caused **Property Damage Incident**:

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

### REIMBURSEMENT FOR PROPERTY DAMAGE

Approved **Property Damage** submissions to which the **ERDP** obligation applies are reimbursed as follows:

1. **Personal Property** at replacement cost without deduction for depreciation subject to the protection limit. The obligation applies to repair or replacement of any part of the damaged property with material or property of like kind and quality and value at the actual cost to repair or replace at the time of **Incident**, but not more than the amount required to repair or replace.
2. **Dwelling Property**
  - 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.

### III. PREMISES HOST LIABILITY

**LIABILITY LIMIT: after \$5,000, up to and not to exceed \$1,000,000 per Incident**

#### A. Host Liability Protection

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 obligation applies, the **ERDP** 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 **Incident** equals the protection program limits.
3. **The ERDP** Liability obligation applies only with respect to **Bodily Injury** and **Property Damage** arising out of the ownership, maintenance, occupancy or use of the **Rental Premises** for the period during the **Rental Agreement**.

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### B. Medical Payments To Others

**LIMIT: Up to and not to exceed \$500 per person per Incident, not to exceed \$5,000 limit per Incident**

The ERDP obligation will apply to 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.

There is no ERDP obligation applicable to **You** or **Residence Employees**.

**As to others, the ERDP applies only:**

1. To a person on the **Rental Location** with the permission of any **Renter** 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;

Medical payments to others under the ERDP are limited to the maximum amount per person as stated above.

**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.

### Liability and Medical Payments to Others Exclusions

There is no ERDP obligation for Liability and Medical Payments to Others for **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 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 **Protected 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 Force Majeure including but not limited to 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 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.

### C. Golf Cart Protection Limitations

The ERDP Golf Cart Protection obligation is limited to:

1. An **Incident** happening within one (1) mile of the **Rental Premises** or the resort property in which the **Rental Premises** is located, whichever is greater;
2. An **Incident** involving a **Golf Cart** that is specifically referenced as available for, and authorized for use by, the **Renter** within the **Rental Agreement**;
3. **Property Damage** or **Bodily Injury** of: (i) persons other than the authorized driver and/or passenger of the **Golf Cart**; and (ii) **Property Damage** other than that occurring to any part of or within the **Rental Premises**; and
4. No more than \$50,000 per **Incident**/\$250,000 aggregate.

The ERDP **Property Damage**, **Liability**, **Medical Payments to Others**, and **Golf Cart Protection** obligation 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.

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### IV. BED BUG REMEDIATION

**BED BUG LIMIT: after \$500, up to and not to exceed \$15,000 per Bed Bug Incident**

The ERDP **Bed Bug** obligation reimburses for services of a licensed pest control professional performing the following **Remediation** activities as a result of **Bed Bug Infestation** in the **Rental Premises**:

1. Treat the infested **Rental Premises**;
2. Seal off and treat immediately adjacent properties to prevent further infestations during treatment;
3. Properly dispose of infested property; and
4. Inspect the property to confirm the elimination of **Bed Bugs**.

The ERDP obligation applies to **Loss of Rent** if the **Rental Premises** is uninhabitable due to **Bed Bug Infestation** arising from a contracted stay.

#### **Bed Bug Protection Limitations**

The ERDP obligation for **Bed Bug Remediation** expenses and **Loss Of Rent** incurred for any one **Incident** will not be more than the **Bed Bug** Limit shown above. Payment for **Loss of Rent** will be limited to the lesser of the shortest time required to seal and treat the **Rental Premises** or 7 days.

### V. GENERAL CONDITIONS

#### **1. Duties After Loss**

In case of an **Incident**, the ERDP obligations will not apply if **You** fail to comply with the following duties. These duties must be performed either by **You** or **Your** representative:

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 an **Incident**;
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** reasonably require:
  1. to show the damaged covered **Personal Property**, permission for which **You** grant us to inspect with reasonable notice;
  2. provide us with records and documents **We** request and permit us to make copies; and
  3. submit to examination under oath, while not in the presence of any other named Insured', resident or **Renter** and sign the same;
1. 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. **Your** interest and that of all others in the property involved and all liens on the property;
  - c. other insurance that may cover the loss;
  - d. changes in title of the property during the term of the program;
  - e. specifications of damaged buildings and detailed repair estimates;
  - f. an inventory of damaged property.
  - g. A copy of a recognized pest control association member company report regarding any **Bed Bug Infestation** at the **Rental Premises**; and documentation of the actual and/or anticipated **Remediation** costs.
  - h. Specifications of damaged dwelling and detailed repair estimates;
  - i. The inventory of damaged **Personal Property**.

#### **2. Loss To a Pair Or Set**

The ERDP obligation applies only to damaged **Personal Property** and **Dwelling Property**. There is no ERDP obligation for the undamaged part or portion of a pair or set.

#### **3. Appraisal**

In the event that **You** or **We** dispute the amount of **Your** reimbursement, either may demand an appraisal in writing. If **You** or **We** demand an appraisal, **You** and **We** will each appoint and pay a competent and disinterested appraiser. If the two appraisers cannot agree on the appraised amount, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. An award in writing by any two such persons will

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determine the amount of **Your** reimbursement. **You** and **We** will be bound by that amount. **You** will pay the appraiser **You** choose; **We** will pay the appraiser **We** choose. All other expenses of the appraisal including umpire expense will be shared equally by **You** and **Us**.

Appraisal is not available where there is a dispute as to the existence of coverage. Nothing herein will prejudice or in any way impact **Our** right to contest coverage and to bring suit in a court of competent jurisdiction contesting coverage.

### 4. **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.

### 5. **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.

### 6. **Misrepresentation or Fraud**

There will be no **ERDP** obligation if You, at any time, either intentionally conceal or misrepresent any fact, regardless of materiality, or if **You** misrepresent or conceal any material fact regardless of intent. No action or inaction by **Us** will be deemed a waiver of this provision.

## GENERAL EXCLUSIONS

### 1. **MICROORGANISM EXCLUSION (ABSOLUTE)**

There is no **ERDP** obligation for 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, 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, cleaning, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

### 2. **ELECTRONIC DATA EXCLUSION**

There is no **ERDP** obligation for any 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'.

### 3. **TERRORISM EXCLUSION**

There is no **ERDP** obligation for 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 terrorism. If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not protected by this program, the burden of proving the contrary shall be upon the **Property Owner**.

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

### 4. BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

There is no **ERDP** obligation 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.

### Suits Against Us

No suit or action may be brought against **Us** unless there has been full compliance with all terms of this protection program. No suit or action may be brought against **Us** unless the action is brought within 12 months after the date **You** first have knowledge of an **Incident**. Nothing in this protection program gives any person or organization the right to join **Us** as defendants.

### Abandonment Of Property

There is no **ERDP** obligation to accept any property abandoned by a **Property Owner** or **Renter**.

### No Benefit to Bailee

There is no **ERDP** obligation for any assignment or protection grant 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 payment will be adjusted based on the amount **You** received for the recovered property.

### Rental Period

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

### Insurance and Service Agreement

If an **ERDP** obligation under this protection program is also protected by:

1. Insurance, the protection program will pay only the proportion of the obligation that the limits which apply under this protection program bears to the total amount of protection 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 an **Incident**, all rights of recovery against any person. If not waived, **We** may require an assignment of rights of recovery for an **ERDP** obligation to the extent that payment is made by **Us**. If an assignment is sought, **You** must sign and deliver all related papers and cooperate with us.

### 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.



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### 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. A notice will be generated stating that there is no **ERDP** coverage for check-ins beginning at 12:00am midnight the subsequent day.

### 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 is not provided to RentalGuardian 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 Incidents:** **Property Damage** and **Bed Bug** claims against the **ERDP** obligation 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 against **the ERDP** obligation through the OwnerRez platform and receive reimbursements for those damages approved by the program underwriter's designated claims adjudicator.

### Timelines / Deadlines:

- OPEN A **Property Damage** or **Bed Bug** 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 **ERDP** payment. Payment amounts will be determined by the program insurer's designated, independent claims adjudicator.

**Liability Incidents:** For liability **Incidents**, the manager contacts the claims advocate or broker to initiate the claim. An **Incident** Report along with other supporting information is submitted. Adjusters and investigators may be involved for significant damages and liabilities.

### 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 against **the ERDP** obligation will be monitored regularly. Accounts may be contacted by **ERDP** program representatives or agents to discuss strategies that reduce frequency, mitigate severity and improve efficiencies.
- The OwnerRez **ERDP** program is not Event Insurance.

## OwnerRez ERDP Program Information

### Other Protection Program Conditions and Limitations

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 Administration.** Neither RentalGuardian nor InsureStays have authority to approve or deny claims; OwnerRez will determine whether there is an **ERDP** obligation applicable to a reported **Incident**; determination of final payment amount is the responsibility of the program insurer's designated claims administrator.
3. **Replacement.** Before a full replacement is authorized, claimant is obligated to provide adequate evidence that a damaged item could not be repaired.
4. **Estimates.** To expedite the process, in lieu of a receipt, **You** may submit a replacement estimate until a final receipt or stamped-paid estimate is available.
5. **Record Access.** 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](mailto:support@rentalguardian.com) for assistance with record lookups and claims open and submission support.
6. **Administrative Fee.** The funds that a purchasing **Renter** pays for **Your** program, if any, includes an administrative fee for **Your** Program costs.
7. **Protection Term.** Each **ERDP** record term is for the duration of the protected occupancy.
8. **Billing and Program Cost.** **You** will be charged the Program Cost for each Protected Booking; calculation of the Program Cost is based on the length of stay; stay length includes stay nights added to the original protection term.
9. **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 payment processes.
10. **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](mailto:support@rentalguardian.com).

The OwnerRez **ERDP** Protection only applies to those bookings for which the required information is received, and the applicable Program Cost 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.

## OwnerRez ERDP Program Information

### KEY EMAIL CONTACTS

Accounting & Billing: [help@ownerreservations.com](mailto:help@ownerreservations.com).

Claims Support: [support@rentalguardian.com](mailto:support@rentalguardian.com)

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

### NOTICE

#### DISCLOSURE

OwnerRez and its **ERDP** contractual obligations for 2025 bookings are insured by Republic-Vanguard Insurance Company, an AmTrust company and written through Sandhills Insurance Group, LLC dba InsureStays, a licensed insurance producer and surplus lines broker.

The rental host platform utilizes RentalGuardian, a dba of PAC7 Systems, LLC ("RentalGuardian") an online software provider with a platform solution ("platform") to power online offers, administration, document delivery and purchase and payment tools. See [www.rentalguardian.com](http://www.rentalguardian.com) for more information.

OwnerRez recommends that homeowners considering becoming a vacation homeowner should review the [short-term rental insurance guide](#) or speak with an insurance professional for information on vacation short-term rental coverage requirements and other considerations

This **ERDP** 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 or accounting advice. Property Managers and Program Participants should consult qualified professionals for legal or accounting advice.*