

Slice

HOMESHARE BUSINESS INSURANCE POLICY

UNDERWRITTEN BY GREAT LAKES INSURANCE SE





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ABOUT THIS POLICY

Agreement

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Who is an Insured

Under Sections I, II, III and IV, when the word “and” immediately precedes the word insured, the words an insured together mean one or more insureds.

1. If you are designated in the Declarations Screen as:
 - a. An individual
 - (1) You and your spouse are insureds.
 - (2) Residents of your household who are:
 - (a) Your relatives; or
 - (b) Other persons under the age of 21 and in the care of any person named above;
 - (3) A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (a) 24 and your relative; or
 - (b) 21 and in your care or the care of a person described in (2) above; or
 - (4) Under Section III:
 - (a) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in (2) (a) or (2) (b) above. Insured does not mean a person or organization using or having custody of these animals or watercraft in the course of any **Business** or without consent of the owner; or
 - (b) With respect to a **Motor Vehicle** to which this policy applies:
 - (i) Persons while engaged in your employ or that of any person included in (2) (a) or (2) (b) above; or
 - (ii) Other persons using the vehicle on an **Insured Location** with your consent.
 - b. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:



Your **Volunteer Workers** only while performing duties related to the conduct of your **Homeshare Business**, or your **Employees**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your **Homeshare Business**. However, none of these **Employees** or **Volunteer Workers** are insureds for:

(1) **Bodily Injury** or **Personal** and **Advertising Injury**:

- (a) To you, to your partners or to a co-**Employee** while in the course of his or her employment or performing duties related to the conduct of your **Homeshare Business**, or to your other **Volunteer Workers** while performing duties related to the conduct of your **Homeshare Business**;
- (b) To the spouse, child, parent, brother or sister of that co-**Employee** or **Volunteer Worker** as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) **Property Damage** to property:

- (a) Owned, occupied or used by, you, any of your **Employees** and **Volunteer Workers**; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **Employees** or **Volunteer Workers**.

Deductible

Unless otherwise noted in this policy, the following deductible provision applies:

- a. Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations Screen; and
- b. Subject to the policy limits that apply, there will be no applicable deductible for all loss payable under SECTION III and SECTION IV of this policy.

Coverage Period

Coverage begins on the first date of rental displayed on the “You’re Covered!” screen of the Slice mobile application or website, at the time your **Renter** checks-in and occupies the **Business Premises**. Coverage expires at the time your **Renter** checks-out and vacates the **Business Premises**, or on the last date shown on the “You’re Covered!” screen of the Slice mobile application or website, whichever comes first.

Loss Settlement

Covered losses to the following property are settled at replacement cost at the time of the loss:

- a. Coverage **A, B, C**; and
- b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings.



This method of loss settlement will also apply to the following articles or classes of property;

- a. Jewelry;
- b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur.
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Golf equipment.

Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiuity, which cannot be replaced;
- b. Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value;
- c. Articles not maintained in good or workable condition; and
- d. Articles that are outdated or obsolete and are stored or not being used.

Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss; or
 - (3) The limit of liability that applies to Coverage C, if applicable; or
 - (4) Any applicable special limits of liability stated in this policy.

All other provisions of this policy apply.

Definitions

In this policy, you and your refer to the Named Insured shown in the Declarations, and the spouse if you are designated as an individual and your spouse resides with you. We, us and our refer to the Company providing this insurance. Where the term Declarations is used in this policy, it refers to the “You’re Covered!” screen of the Slice mobile application or website.



In addition, certain words and phrases are defined as follows:

1. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. Aircraft Liability, Hovercraft Liability, Motor Vehicle Liability and Watercraft Liability, subject to the provisions in b. below, mean the following:

- a. Liability for **Bodily Injury** or **Property Damage** arising out of the:
 - (1) Ownership of such vehicle or craft by an insured;
 - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3) Entrustment of such vehicle or craft by an insured to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an insured; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
- b. For the purpose of this definition:
 - (1) **Aircraft** means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - (2) **Hovercraft** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare-craft and air cushion vehicles;
 - (3) **Watercraft** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4) Motor Vehicle means a **Motor Vehicle** as defined in **18.** below.

3. Auto means:

- a. A land **Motor Vehicle**, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. However, **Auto** does not include **Mobile Equipment**.

4. Bodily Injury means bodily injury, harm, sickness or disease, including required care, loss of services and



death that results.

5. Business means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
 - (1) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (2) Providing home day care services for which no compensation is received, other than the mutual exchange of such services;
 - (3) The rendering of home day care services to a relative of an insured; or
 - (4) **Homeshare Business** as defined in **10.** below.

6. Business Premises means:

Under Section I and II, for Property coverage, all structures located on the premises identified on the Declarations Screen. Under Section III and IV, for Liability coverage, the premises identified on the Declarations Screen.

7. Business Premises Employee means:

- a. An **Employee** of an insured whose duties are related to the maintenance or use of the **Business Premises**, including household or domestic services; or
- b. One who performs similar duties elsewhere. A **Business Premises Employee** also includes a temporary employee who is furnished to an insured to substitute for a permanent **Business Premises Employee** on leave or to meet seasonal or short-term workload conditions.

8. Coverage Territory means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other parts of the world if the injury or damage arises out of:
 - (1) **Homeshare Business** services provided by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your **Homeshare Business**; or
 - (3) **Personal** and **Advertising Injury** offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a **Suit** on the merits, in the territory described in a. above or in a settlement we agree to.

9. Employee means an employee of an insured, or a **Leased Worker** whose duties are other than those performed by a **Business Premises Employee**. **Employee** does not include a **Temporary Worker**.



10. Homeshare Business means renting the **Business Premises** to a **Renter** through participation in a **Sharing Network Company** for a specified **Rental Period**.

11. Hostile Fire means one which becomes uncontrollable or breaks out from where it was intended to be.

12. Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of an insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

13. Identity Fraud Expense means:

- a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000;
- d. Reasonable attorney fees incurred as a result of **Identity Fraud** to;
 - (1) Defend lawsuits brought against an insured by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an insured;
 - (3) Challenge the accuracy or completeness of any information in a consumer credit report; and
- e. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **Identity Fraud**.

14. Insured Contract means:

- a. A contract for a lease of premises.
- b. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- c. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- d. That part of any other contract or agreement pertaining to your **Homeshare Business** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law



in the absence of any contract or agreement. Paragraph e. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

15. Insured Location shall have the same meaning as the **Business Premises**.

16. Leased Worker means a person leased to you by a labor leasing firm or a **Sharing Network Company** under an agreement between you and the labor leasing firm or **Sharing Network Company**, to perform duties related to the conduct of your business. **Leased Worker** does not include a **Temporary Worker**.

17. Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;

18. Motor Vehicle means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

19. Occurrence, under Section I, means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. Occurrence, under Section III, means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **Bodily Injury** or **Property Damage**.



20. Personal and Advertising Injury means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, rental unit or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **Advertisement**; or
- g. Infringing upon another's copyright, trade dress or slogan in your **Advertisement**.

21. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

22. Property Damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it. For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

23. Rental Period means the period of time, expressed as full calendar days, that a **Business Premises** is rented to and occupied by a **Renter**.

24. Renter means an individual who rents the **Business Premises** for specified **Rental Period**, and arranges the rental through:

- a. A **Sharing Network Company**;
- b. A smartphone application operated by Slice Labs Inc.; or
- c. The Slice Labs Inc. website.

25. Sharing Network Company means any organization that facilitates a **Homeshare Business**, or provides



services to a **Homeshare Business**, through an electronic platform or application.

26. Suit means a civil proceeding in which damages because of **Bodily Injury, Property Damage** or **Personal and Advertising Injury** to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

27. Temporary Worker means a person who is furnished to you to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.

28. Valuable Articles means artwork of any kind, statuary, bric-a-brac, curios, collectibles, stemware, glassware, silverware, china or porcelain, with a minimum value of \$250 per single object.

29. Volunteer Worker means a person who is not your **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. Water means water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump or related equipment, as a direct or indirect result of:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure.



SECTION I - PROPERTY

Coverage A - Business Premises

1. We cover:

- a. The **Business Premises** shown in the **Declarations Screen**, including structures attached to the **Business Premises**, or located on the **Business Premises**; and
- b. Materials and supplies located on or next to the **Business Premises** used to construct, alter or repair the **Business Premises** or other structures on the **Business Premises**.

2. We do not cover land, including land on which the **Business Premises** is located.

Coverage B - Other Structures

1. We cover other structures on the **Business Premises** set apart from the **Business Premises** by clear space. This includes structures connected to the **Business Premises** by only a fence, utility line, or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures from which any **Business** is conducted; or
- c. Other structures used to store **Business** property. However, we do cover a structure that contains **Homeshare Business** property solely owned by an **Insured** provided that **Homeshare Business** property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

Coverage C - Personal Property

1. Covered Property

We cover personal property owned or used by an Insured while it is in or on the **Business Premises**.

2. Limit For Property At Other Premises

Our limit of liability for personal property usually located off the **Business Premises**, is the lesser 10% of the limit of liability for Coverage C, or \$2,500.

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinum-ware, coins, medals, scrip, stored value cards and smart cards.

- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$2,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinum-ware, platinum plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the **Business Premises**, used primarily for **Business** purposes.
- i. \$500 on property, away from the **Business Premises**, used primarily for **Business** purposes.

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in other insurance;
- b. Animals, birds or fish;
- c. **Motor Vehicles.**
 - (1) This includes:
 - (a) Their accessories, equipment and parts; or
 - (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the **Motor Vehicle**. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above. The exclusion of property described in (a) and (b) above applies only while such property is in or upon the **Motor Vehicle**.
 - (2) We do cover **Motor Vehicles** not required to be registered for use on public roads or property which are:
 - (a) Used solely to service an insured's residence; or
 - (b) Designed to assist the handicapped;
- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft. We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare-craft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an insured, except as provided in Section II Homeshare Property;
- g. Property rented or held for rental to others off the **Business Premises**;
- h. **Business** data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment. We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
- i. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages; or
- j. Water or steam.

Coverage D - Loss of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense and 2. Civil Authority Prohibits Use below.

1. Additional Living Expense

If a loss covered under SECTION I makes that part of the **Business Premises** where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the **Business Premises** as a result of direct damage to neighbouring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense above for no more than two weeks.

3. Loss Or Expense Not Covered

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under 1. Additional Living Expense and 2. Civil Authority Prohibits Use above are not limited by expiration of this policy.



Coverage E - Additional Coverage

1. Debris Removal

- a. We will pay your reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the Business Premises of:
 - (1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
 - (2) A neighbour's tree(s) felled by a Peril Insured Against; provided the tree(s):
 - (a) Damage(s) a covered structure; or
 - (b) Does not damage a covered structure, but:
 - (i) Block(s) a driveway on the **Business Premises** which prevent(s) a **Motor Vehicle**, that is registered for use on public roads or property, from entering or leaving the **Business Premises**; or
 - (ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the **Business Premises**.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, described in B. 4. under Conditions Applicable to Section I and Section II.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the **Business Premises**, for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the **Business Premises**;



- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to \$10,000 for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for **Business** purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to \$1,500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no longer than the duration of this policy.

This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

- a. We will pay up to \$500 for:
 - (1) The legal obligation of an insured to pay because of the theft or unauthorized use of credit cards issued to or registered in an insured's name;
 - (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an insured's name;
 - (3) Loss to an insured caused by forgery or alteration of any check or negotiable instrument; and
 - (4) Loss to an insured through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

- b. We do not cover:
 - (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or



- (c) If an insured has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2) Loss arising out of **Business** use or dishonesty of an insured.
- c. If the coverage in a. above applies, the following defense provisions also apply:
 - (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
 - (2) If a suit is brought against an insured for liability under a. (1) or (2) above, we will provide a defense at our expense by counsel of our choice.
 - (3) We have the option to defend at our expense an insured or an insured's bank against any suit for the enforcement of payment under a. (3) above.

7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the **Business Premises**, by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against, other than:
 - (1) Earthquake; or
 - (2) Land shock waves or tremors before, during or after a volcanic eruption.The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.
- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph O. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. This Additional Coverage applies to property covered under Coverages A and B. With respect to this Additional Coverage:
 - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
 - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
 - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.

- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
 - (1) The Perils Insured Against under Coverages A and B;
 - (2) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodelling or renovation if the collapse occurs during the course of the construction, remodelling or renovation.
 - c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b. (2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
 - d. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a. (3) above; or
 - (2) On the **Business Premises** if the Rental Unit has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a. (2) above. A Rental Unit being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodelling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodelling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodelling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodelling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
 - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) *The costs to comply with any ordinance or law which requires any insured or others, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.*

This coverage is additional insurance.

11. Limited Water Backup & Sump Discharge or Overflow Coverage

Our limit of liability for this coverage is \$25,000. This coverage does not increase the limits of liability for Coverage **A, B or C** stated in the Declarations.

The following coverage is being added:

We cover direct physical loss to property caused by water, or waterborne material, which:

- a. Originates from within the **Business Premises** and backs up through sewers or drains; or
- b. Overflows or is discharged from a:
 - (1) Sump, sump pump; or
 - (2) Related equipment.

even if such overflow or discharge results from mechanical breakdown or power failure. This coverage does



not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown or power failure.

PERILS INSURED AGAINST

We insure against risk of direct physical loss to property described in Coverages A, B and C of the Declarations Screen. We do not insure, however, for loss:

A. Under Coverages A, B and C:

1. Excluded under Section I – Exclusions;

2. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water. However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply. For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;
- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;
 - (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
- c. Theft in or to a Rental Unit under construction, or of materials and supplies for use in the construction until the Rental Unit is finished and occupied;
- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
 - (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on or in the **Business Premises**; or
 - (2) A storm drain, or water, steam or sewer pipes, off the **Business Premises**. For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or
- e. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- (3) Smog, rust or other corrosion, or dry rot;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (6) Birds, vermin, rodents, or insects; or
- (7) Animals owned or kept by an **Insured**.

Exception To 2.e.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A, B or C resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the **Business Premises**; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the **Business Premises**. This includes the cost to tear out and replace any part of a building, or other structure, on the **Business Premises**, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the **Business Premises**.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

Under 2.a. through e. above, any ensuing loss to property described in Coverages A, B and C not precluded by any other provision in this policy is covered.

B. Under Coverages A and B:

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the **Business Premises** has been vacant for more than 60 consecutive days immediately before the loss.
2. Involving collapse, other than as provided in E.8. Collapse under Section I – Property Coverages. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

C. Under Coverage C caused by:

1. Breakage of eye glasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches bronzes, cameras and photographic lenses. However, there is coverage for breakage of the property by or resulting from:
 - a. Fire, lightning, windstorm, hail;
 - b. Smoke, other than smoke from agricultural smudging or industrial operations;

- c. Explosion, riot, civil commotion;
 - d. Aircraft, vehicles, vandalism and malicious mischief;
 - e. Collapse of a building or any part of a building;
 - f. Water not otherwise excluded;
 - g. Theft or attempted theft; or
 - h. Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (1) A steam or hot water heating system;
 - (2) An air conditioning or automatic fire protective sprinkler system; or
 - (3) An appliance for heating water;
2. Dampness, of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
5. Destruction, confiscation or seizure by order of any government or public authority;
6. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered; or
7. Accidental breakage of valuable articles, except as provided by Section II Homeshare Property.

EXCLUSIONS

We do not insure 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. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodelling, renovation or repair of property, including removal of any resulting debris. This Exclusion does not apply to the amount of coverage that may be provided for in E.10. Ordinance Or Law under Section I – Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or



reclaimed.

This Exclusion applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole;
- d. Volcanic eruption; or
- e. Any other earth movement including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion does not apply to loss by theft.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or waterborne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment, except as provided for in Coverage E 11. Limited Water Backup & Sump Discharge or Overflow Coverage; or
- c. Water or waterborne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an insured is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an insured other than the **Business Premises** is excluded even if weather conditions contribute in any way to produce the loss.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the **Business Premises**. But if the failure results in a loss, from a Peril Insured Against on the **Business Premises**, we will pay for the loss caused by that peril.



5. Neglect

Neglect means neglect of an insured to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion pertains to Nuclear Hazard to the extent set forth in M. Nuclear Hazard Clause under Conditions Applicable to Section I and Section II.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an insured commits or conspires to commit with the intent to cause a loss. In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

10. Additional Exclusions

We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event listed in Exclusion 1 through 9 above and 11 through 13 below.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodelling, grading,

- compaction;
- c. Materials used in repair, construction, renovation or remodelling; or
- d. Maintenance; of part or all of any property whether on or off the **Business Premises**.

11. Terrorism Exclusion

A. DEFINITION

The following definition is added with respect to the provisions of this article:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The following exclusion is added:

B. CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a **Certified Act of Terrorism**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. EXCEPTION COVERING CERTAIN FIRE LOSSES

If a **Certified Act of Terrorism** results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property.

12. U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

No coverage is provided by this notice nor can it be construed to replace any provisions of your policy. This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- a. Foreign agents;
- b. Front organizations;
- c. Terrorists;
- d. Terrorist organizations; and
- e. Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States



Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

13. Asbestos

Any loss arising out of, resulting from, caused by, or contributed to in whole or in part by asbestos, exposure to asbestos, or the use of asbestos. This includes any claim for reduction in value of real estate or personal property due to its contamination with asbestos in any form, at any time.

Any loss or exposure arising out of, or in any way related to any request, demand, order or statutory regulatory requirement that the Insured or others identify, sample, test for, detect, monitor, clean-up, remove, contain, train, detoxify, neutralize, abate, dispose of, mitigate, destroy, or any way respond to or assess the presence of, or the effects of, asbestos.



SECTION II - HOMESHARE PROPERTY

1. Accidental Breakage of Valuable Articles

We will pay for:

- a. the accidental breakage of any of your **Valuable Articles** caused by **Renters** during the **Rental Period** to a maximum limit of:
 - (1) \$500 any one **Valuable Article**; and
 - (2) \$2,500 any one **Rental Period**.

This coverage is additional insurance. No deductible applies to this coverage.

2. Accidental Damage to Electronics and Appliances

We will pay for:

- a. the accidental damage to your electronic components and electrical home appliances caused by **Renters** during the **Rental Period**, subject to the following conditions:
 - (1) the damaged electronic components or electrical home appliances are 36 months old or newer; and
 - (2) the damage to electronic components or electrical home appliances is not otherwise protected by a service agreement.

The most we will pay for this coverage is \$2,500 per **Rental Period**. This coverage is additional insurance. No deductible applies to this coverage.

3. Excessive Use of Utilities

We will cover:

- a. the additional expenses incurred when the **Renter** uses an excessive amount of utility services during the **Rental Period**, as outlined below.
 - (1) for the purposes of this coverage, utility services are defined as: Cable TV, Internet Service; Water; Power, Telephone and Natural Gas;
 - (2) the amount of the loss shall be calculated using the amount due on the first and second utility bills following the **Rental Period**, less the amount due of the utility bills for the same billing periods in the prior year;
 - (3) If loss under this Section 3. Excessive Use of Utilities also occurred during the same period in the previous year, the amount of loss shall be calculated using the average amount due for all bills issued during the prior 12 months; and
 - (4) there must be at least a 100% increase in the total amount due of the affected utilities for this coverage to apply.

The most we will pay for all affected utility services combined is \$1,000. This coverage is additional insurance. No deductible applies to this coverage.



4. Hospital and Medical Expenses

We will cover:

- a. hospital and medical expenses required as a direct result of violent or malicious acts of a **Renter**, or actions of the insured necessary to protect persons or property from the violent or malicious acts of a **Renter**, up to a maximum limit of \$10,000.

This coverage is additional insurance. No deductible applies to this coverage.

5. Infestation Coverage

We will cover:

- a. the cost to you, up to a limit of \$5,000, for fumigation services, professional cleaning and loss or damage to personal property resulting from an infestation of pests attributable to the **Renter**.

Provided the infestation can be attributed to the **Renter**, it does not have to manifest during the **Rental Period** or the Policy Period.

This coverage is additional insurance. No deductible applies to this coverage.

6. Identity Fraud Expense

We will pay up to \$10,000 for **Expenses** incurred by an insured as the direct result of any one **Identity Fraud** attributable to the **Renter**.

Any act or series of acts committed by one or more persons in collusion with the **Renter** against an insured, is considered to be one **Identity Fraud**, even if a series of acts continues beyond the **Rental Period**.

The following additional exclusions apply to this coverage:

- a. **Expenses** incurred due to any fraudulent, dishonest or criminal act by an insured or any person aiding or abetting an insured, or by any authorized representative of an insured, whether acting alone or in collusion with others; and
- b. Loss other than **Expenses**.

This coverage is additional insurance. No Deductible applies to this coverage.

7. Legal Expense Coverage

We will cover:

- a. your expenses incurred in defending legal proceedings or allegations arising from incidents other than **Bodily Injury** or **Property Damage** and which occur during the **Rental Period**. The most we will pay for this coverage is \$5,000.
- b. your expenses to initiate legal proceedings against a **Renter** arising from damages or disputes that occur during or as a direct result of the **Rental Period**. The most we will pay for this coverage is \$500.

This coverage is additional insurance. No deductible applies to this coverage.



8. Municipal Citations, Fines and Penalties

We will cover:

- a. your expenses incurred to pay for any municipal citations, fines or penalties assessed as a direct result of violations committed by the **Renter** during the **Rental Period**. The most we will pay for this coverage is \$1,000.

This coverage is additional insurance. No deductible applies to this coverage.

9. Property of Renters

After a loss and at your request, we will pay:

- a. for loss or damage to the property of **Renters** occurring during the **Rental Period**, provided you are legally responsible for such loss or damage, to a maximum limit of \$5,000.

This coverage is additional insurance. No deductible applies to this coverage.

10. Rental Interruption Coverage

We will indemnify you for:

- a. loss of your rental income when the **Business Premises** becomes unfit to rent as a consequence of a direct loss occurring during the **Rental Period** and covered by this Policy, provided the loss of rental income is calculated as follows:
 - (1) from the date the direct loss occurs to the date when the **Business Premises** is once again fit for rental (the period of indemnity);
 - (2) the loss of rental income shall be determined using the daily rental value provided by the **Sharing Network Company** used to receive the rental reservation, through its mobile application or website, for the **Business Premises** during the period of indemnity;
 - (3) the maximum period of indemnity is 12 months; and
 - (4) the number of days of lost rental shall be determined:
 - (a) using the number of days of rental reservations accepted by the Insured for the same period as the period of indemnity during the prior calendar year; or
 - (b) if no prior activity is available, the maximum number of days used to calculate the loss will be ten (10).

The most we will pay for this coverage is the actual loss sustained by you for loss of rental income. This coverage is additional insurance. No deductible applies to this coverage.

11. Vandalism and Malicious Damage

We will pay for:

- a. vandalism and malicious damage caused by **Renters** during the **Rental Period** up to the respective Limit Amounts stated for Coverages A, B and C in the Declarations Screen.



12. Water Damage

We cover:

- a. loss or damage to your **Business Premises**, other structures and personal property, up to the respective Limit Amounts stated for Coverages A, B and C in the Declarations Screen, caused by discharge or overflow of water or steam from within a:
 - (1) plumbing, heating, air conditioning or automatic fire protective sprinkler system; or
 - (2) from within a household appliance.

As a result of the negligent actions of a **Renter** during the **Rental Period**.

This coverage does not include loss:

- (1) to the system or appliance from which the water or steam escaped;
- (2) caused by or resulting from freezing, except as otherwise provided for by this policy;
- (3) on the **Business Premises** caused by discharge or overflow which occurs off the **Business Premises**; or
- (4) caused by mold, fungus or wet rot, except as provided for under Section IV, Coverage 6 - Fungi/Mold Liability.

In this coverage, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

This coverage does not increase the limits of liability that apply to the damaged covered property.



CONDITIONS APPLICABLE TO SECTION I AND SECTION II

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To an insured for more than the amount of such insured's interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an Insured seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police as soon as reasonably possible in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages;
4. 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;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal 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;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another insured, and sign the same;
8. Send to us, within 60 days after our 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 all insureds and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in 6. above;



- g. Receipts for additional living expenses incurred and records that support the rental interruption loss; and
- h. Evidence or affidavit that supports a claim under E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

9. Send to us, within 60 days after our request, receipts, bills or other records that support your claim for **Expenses** under **Identity Fraud** coverage.

C. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

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

D. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

E. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, this policy will be considered primary and non-contributory to that other insurance and be first-dollar indemnity for the covered loss; or
2. A service agreement, this insurance 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 insurance.

F. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I and Section II of this policy and the action is started within one year following the date the loss was first notified to us or our agent.

G. Our Option



If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

H. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

I. Abandonment Of Property

We need not accept any property abandoned by an insured.

J. Mortgage Clause

1. If a mortgagee has interest in the insured property, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee has interest in the insured property, the order of payment will be the same as the order of precedence of the mortgages.

2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs D. Appraisal, F. Suit Against Us and H. Loss Payment under Section I – Conditions also apply to the mortgagee.

3. If we pay the mortgagee for any loss and deny payment to you:

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

4. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

K. No Benefit To Bailee

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

L. Nuclear Hazard Clause



1. Nuclear Hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

M. Recovered Property

If you or we recover any property for which we have made payment under this policy, 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.

N. Policy Period

This policy applies only to loss which occurs during the policy period.

O. Concealment Or Fraud

We provide coverage to no **Insureds** under this policy if, whether before or after a loss, an **Insured** has:

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

P. Loss Payable Clause

If another party has interest in the property insured by way of chattel, lien, assignment or other financial instrument for insured personal property, the definition of **Insured** is changed to include that other party with respect to the affected property.

Q. Subrogation Clause

If any payment other than a return of premium is made under this policy, we will be subrogated in the amount of such payment to all the Insured's rights of recovery against any person or organization, including recovery from other valid and collectible insurance covering the loss, and shall be entitled to pursue and enforce such rights in the Insured's name. The Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing to prejudice such rights. Any amount recovered in excess of our total payment shall be restored to the Insured, less the recovery cost.



SECTION III - LIABILITY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations Screen, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

The word Insured means any person or organization qualifying as such under the Who Is An Insured section of the policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions section of the policy.

Coverage F - Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **Bodily Injury** or **Property Damage** to which this insurance applies. We will have the right and duty to defend the insured against any **Suit** seeking those damages. However, we will have no duty to defend the insured against any **Suit** seeking damages for **Bodily Injury** or **Property Damage** to which this insurance does not apply. We may, at our discretion, investigate any **Occurrence** and settle any claim or **Suit** that may result. But
 - (1) The amount we will pay for damages is limited as described in Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to **Bodily Injury** and **Property Damage** only if:
 - (1) The **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place in the **Coverage Territory**;
 - (2) The **Bodily Injury** or **Property Damage** occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Who Is An Insured and no **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, knew that the Bodily Injury or **Property Damage** had occurred, in whole or in part. If such a listed insured or authorized **Employee** knew, prior to the policy period, that the **Bodily Injury** or **Property Damage** occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily Injury** or **Property Damage** which occurs during the policy period and was not, prior to



the policy period, known to have occurred by any insured listed under Paragraph 1. of Who Is An Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the policy period.

- d. **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Who Is An Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim:
- (1) Reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or
 - (3) Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- e. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

Bodily Injury or **Property Damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily Injury or **Property Damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an Insured Contract, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an Insured Contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **Bodily Injury** or **Property Damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

Bodily Injury or **Property Damage** for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person. This exclusion does not apply to your vicarious liability when a **Renter** has caused or contributed to the intoxication of any person during the **Rental Period**;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol. This exclusion does not apply to your vicarious liability when a **Renter** has furnished alcoholic beverages to a person under the legal drinking age or under the influence of alcohol during the **Rental Period**; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages. This exclusion does not apply to your vicarious liability for the actions of a **Renter**.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Pollution

- (1) **Bodily Injury** or **Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) **Bodily Injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **Pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) **Bodily Injury** or **Property Damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.

This exception does not apply if the **Bodily Injury** or **Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) **Bodily Injury** or **Property Damage** sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed on your behalf by a contractor or subcontractor; or

(iii) **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants**.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants**; or

(b) Claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **Pollutants**. However, this paragraph does not apply to liability for damages because of **Property Damage** that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or Suit by or on behalf of a governmental authority.

f. Aircraft, Auto Or Watercraft

Bodily Injury or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **Loading or Unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft that is owned or operated by or rented or loaned to any insured. This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an **Auto** on, or on the ways next to, premises you own or rent, provided the **Auto** is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any **Insured Contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily Injury** or **Property Damage** arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **Mobile Equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in definition of **Mobile Equipment**.

g. Mobile Equipment

Bodily Injury or **Property Damage** arising out of:

- (1) The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any insured; or
- (2) The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

h. War

Bodily Injury or **Property Damage**, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Damage To Property

Property Damage to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations.

j. Personal and Advertising Injury

Bodily Injury arising out of **Personal and Advertising Injury**.

k. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

l. Canine

This insurance does not apply to Bodily Injury or Property Damage arising out of direct physical contact with a canine described in the schedule that is owned by or in the care, custody or control of Renter.

Schedule of Name Description Of Canine(s):

The following dog breeds are excluded: Pit Bulls, Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Siberian Huskies and Wolf-hybrids.

This insurance does not apply to **Bodily Injury** or **Property Damage** related or attributed to, arising out of, resulting from, or in any way caused by direct physical contact with any dog that has a previous history of attacking property, people or other animals, which previous history can be verified by:

- a. Local law enforcement records;
- b. Local public safety records;
- c. Any other regulatory agency records; or
- d. Claims or notices of potential claims, filed with an insurance carrier.

Coverage G - Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **Personal and Advertising Injury** to which this insurance applies. We will have the right and duty to defend the insured against any **Suit** seeking those damages. However, we will have no duty to defend the insured against any **Suit** seeking damages for **Personal and Advertising Injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **Suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A



and B.

- b. This insurance applies to **Personal and Advertising Injury** caused by an offense arising out of your business but only if the offense was committed in the **Coverage Territory** during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Knowing Violation of Rights of Another - **Personal and Advertising Injury** caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**.
- b. Material Published with Knowledge of Falsity - **Personal and Advertising Injury** arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior to Policy Period - **Personal and Advertising Injury** arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. Criminal Acts - **Personal and Advertising Injury** arising out of a criminal act committed by or at the direction of the insured.
- e. Contractual Liability - **Personal and Advertising Injury** for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement or for **Insured Contracts**.
- f. Breach of Contract - **Personal and Advertising Injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**.
- g. Quality or Performance of Goods; Failure to Conform to Statements - **Personal and Advertising Injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**.
- h. Wrong Description of Prices - **Personal and Advertising Injury** arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.
- i. Infringement of Copyright, Patent, Trademark or Trade Secret - **Personal and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.
- j. Insureds in Media and Internet Type Businesses - **Personal and Advertising Injury** committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider. However, this exclusion does not apply to Paragraphs 20.a., b. and c. of **Personal and Advertising Injury** under the Definitions Section. For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself,



considered the business of advertising, broadcasting, publishing or telecasting.

- k. Electronic Chatrooms or Bulletin Boards - **Personal and Advertising Injury** arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
- l. Unauthorized Use of Another's Name or Product - **Personal and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. Pollution - **Personal and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- n. Pollution-Related - Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants**; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **Pollutants**.
- o. War - **Personal and Advertising Injury**, however caused, arising, directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Coverage H - Medical Payments

1. Insuring Agreement

- a. We will pay medical expenses as described below for **Bodily Injury** caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the **Coverage Territory** and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable



limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for **Bodily Injury**:

- a. Any Insured - To any insured, except **Volunteer Workers**.
- b. Hired Person - To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury on Normally Occupied Premises - To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers Compensation and Similar Laws - To a person, whether or not an Employee of any insured, if benefits for the Bodily Injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities - To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. Products-Completed Operations Hazard.
- g. Coverage F Exclusions - Excluded under Coverage F.

SUPPLEMENTARY PAYMENTS

APPLICABLE TO COVERAGE F AND COVERAGE G

1. We will pay, with respect to any claim we investigate or settle, or any **Suit** against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **Suit**, including actual loss of earnings up to \$500 a day because of time off from work.
- e. All costs taxed against the insured in the **Suit**.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.

2. If we defend an insured against a **Suit** and an indemnitee of the insured is also named as a party to the Suit, we will defend that indemnitee if all of the following conditions are met:

- a. The **Suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **Insured Contract**;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **Insured Contract**;
- d. The allegations in the **Suit** and the information we know about the **Occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **Suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the **Suit**;
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Suit**;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the **Suit**; and
 - (b) Conduct and control the defense of the indemnitee in such **Suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2. b. (2) of Section III – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for **Bodily Injury** and **Property Damage** and will not reduce the limits of insurance. Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.



LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations Screen and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or **Suits** brought; or
- c. Persons or organizations making claims or bringing **Suits**.



SECTION IV - HOMESHARE LIABILITY

1. Vandalism and Malicious Damage

We will pay those sums that the insured becomes legally obligated to pay as damages because of **Property Damage** caused by a **Renter** during the **Rental Period**. We will have the right and duty to defend the insured against any **Suit** seeking those damages. However, we will have no duty to defend the insured against any **Suit** seeking damages for **Property Damage** to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or **Suit** that may result.

2. Water Damage to Third Party Property

We will pay those sums that the insured becomes legally obligated to pay as damages because of **Property Damage** resulting from **Water Damage** caused by negligent or malicious use of plumbing appliances by a **Renter** during the **Rental Period**.

3. Host Liquor Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of **Property Damage** or **Bodily Injury** resulting from **Renters** who consume or serve alcohol to others, including when in violation of applicable liquor laws respecting service of alcohol, or service of alcohol to minors.

The most we will pay for the combination of this coverage and the cost to defend all suits and allegations related to this coverage, is:

- a. \$500,000 each occurrence; and
- b. \$500,000 in the aggregate each twelve-month period.

The twelve-month period referred to in item b. above begins on the first day of coverage of the first policy purchased by you. This twelve-month aggregate limit of \$500,000 applies regardless of the number of policies purchased in the twelve-month period.

4. Cyber Risk

We will pay up to the limit of liability stated below for:

- a. **Network and Information Security Liability** - those sums that the insured becomes legally obligated to pay as a result of failure to protect personal information from within an electronic data system. The most we will pay for this coverage 4.a. is \$25,000 per occurrence and subject to an aggregate limit of \$50,000 each twelve-month period.
- b. **Regulatory Defense Expense** - those expenses incurred by you when responding to proceedings initiated by government regulatory bodies or professional standards organizations arising from a data breach. The most we will pay for this coverage 4.b is \$5,000 per occurrence and subject to an aggregate limit of \$5,000 each twelve-month period.
- c. *Security Breach Remediation and Notification Expense* - expenses incurred by you for the notification of all persons affected by a data breach, including ongoing credit monitoring and



the establishment of a call centre. The most we will pay for this coverage 4.c is \$10,000 per occurrence and subject to an aggregate limit of \$10,000 each twelve-month period.

- d. Funds Transfer Fraud - the cost to indemnify you for the loss of monetary funds fraudulently transferred from your bank account by a third party. The most we will pay for this coverage 4d. is \$5,000 per occurrence and in the aggregate each policy term.*

5. Fungi/Mold Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of **Property Damage** or **Bodily Injury** resulting from the existence of fungi or mold within the **Rented Premises**. The most we will pay for this coverage 6. is \$25,000.

6. Infestation Coverage

We will pay those sums the **Insured** becomes legally obligated to pay as damages because of **Property Damage** or **Bodily Injury** to the **Renter** resulting from the infestation of pests. The most we will pay for this coverage 6 is \$25,000.



CONDITIONS APPLICABLE TO SECTION III AND SECTION IV

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **Occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the **Occurrence** or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **Occurrence** or offense.
- b. If a claim is made or **Suit** is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or **Suit** and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or **Suit** as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the **Suit**; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent. However, we will not consider any verbal or written apology in itself to be considered an assumption of any obligation.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a **Suit** asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.



4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

- a. Primary and Non-contributory Insurance - This insurance is primary and non-contributory except when b. below applies.
- b. Excess Insurance - This insurance is excess over:
 - (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **Your Work**;
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) If the loss arises out of the maintenance or use of aircraft, **Autos** or watercraft to the extent not subject to Exclusion f. of Section III – Coverage A – Bodily Injury And Property Damage Liability.
 - (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement. When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any **Suit** if any other insurer has a duty to defend the insured against that **Suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations Screen of this Coverage Part.

5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations Screen are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:



- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **Suit** is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring Suit or transfer those rights to us and help us enforce them.



SECTION V - ENDORSEMENTS

Terrorism Coverage

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term Act of Terrorism means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase terrorism coverage for a prospective premium of 3% of the applicable Policy Premium.

I hereby decline to purchase terrorism coverage for Certified Acts of Terrorism. I understand that I will have no coverage for losses resulting from Certified Acts of Terrorism.



SERVICE OF SUIT ENDORSEMENT

This endorsement changes the policy, please read it carefully.

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon Seth Simon, Chief Claims Officer at Slice Insurance Technologies, 33 Irving Place, Suite 4017B, New York, NY 10003.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates Seth Simon, Chief Claims Officer as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This endorsement does not change any other provision of the policy.