tint®

SmartSTR™ Insurance

Contents and Liability Coverage

This document provides a summary of the key terms, conditions, and exclusions related to the insurance coverage made available to you as a certificate holder under a master insurance policy. The master policy is underwritten by the Insurer for the benefit of you, the certificate holder.

The complete and legally binding terms of coverage—including all conditions, limitations, and exclusions—are set forth in the full insurance policy (the "**Policy**"), which governs in all cases. This document does not amend, extend, or replace the Policy. A copy of the Policy is available upon request by emailing the Producer at the email address provided in the Declarations.

By purchasing coverage, you acknowledge and agree that you have read the document below and are bound by its terms, conditions, limitations, and exclusions, and that such purchase constitutes an agreement between you and the Named Insured on the terms set forth below. You also agree that you are not a party to the Policy. Instead, an "accommodation" may be insured under the Policy by virtue of your participation hereunder, subject to your rights, duties, and obligations described below.

DEFINITIONS

"**Accommodation**" means a house, condominium, or apartment that is owned by or in the care, custody, or control of the insured and operated by the insured in the course of a "contracted stay" commercial operation, and for which the insured has paid a corresponding insurance premium. "Accommodation" does not include properties classified as hotels, motels, or inns.

"**Actual Cash Value**" means the amount equal to the replacement cost of Covered Property at the time of loss, minus depreciation. Depreciation reflects the reduction in value due to age, wear and tear, or obsolescence. Actual Cash Value represents the fair market value of the item immediately prior to the loss.

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

"**Breakdown**" means the failure, malfunction, or improper operation of property, a machine, device, or system resulting from a defect, wear, or deterioration in its mechanical or electrical components.

"**Contracted stay**" means a "short term rental" rental of any residential property for a temporary period in exchange for payment through a home-sharing platform or peer-to-peer rental service and subject to a valid rental agreement. "Contracted stay" does not include properties contracted with a "guest" under a residential lease agreement.

"**Electronic data**" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CDs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment.

"**Golf cart**" refers only to small motorized vehicles, owned by you or in your care, custody, or control, weighing less than 2,500 pounds with a maximum speed of 25 mph, designed to carry passengers and/or light possessions and personal effects.

"**Guest**" means a person who is named as, or intended to be named as, a guest (or equivalent) on the "accommodation" or "contracted stay" agreement and has paid a commercial fee in exchange for use of the "accommodation". "Guest" does not include a "visitor" as defined below.

“**Insured**”, “**you**”, or “**your**” means the Insured as shown in the Declarations of the Policy, who must be the owner of the “accommodation” or a third party contracted to manage the “accommodation” on behalf of the owner.

“**Motor vehicle(s)**” means cars, trucks, SUVs, vans, aircraft, boats, watercraft, motorcycles, electronic or e-bikes, and other similar vehicles.

“**Normal wear and tear**” means the natural and gradual deterioration of property or its components resulting from ordinary or intended use, passage of time, and exposure to environmental conditions, including scuffs, scratches, fading, or other cosmetic imperfections that occur despite proper care and maintenance.

"**Occurrence**" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

“**Pets**” means domesticated animals that are commonly kept for companionship, service, or pleasure and are not intended for commercial purposes, such as cats and dogs. Livestock, wild animals, exotic animals, or animals used for breeding or production purposes are not considered “pets” under this definition.

“**Policy period**” means the period of time beginning on the start date of the Policy and ending on the date one (1) year thereafter.

“**Rental period**” means the period of time that an “accommodation” is rented out by the insured for a “contracted stay”. “Rental period” commences at 12:01 am local time on the check-in date and ends at 11:59 pm local time on the check-out date.

“**Short term rental**” means a rental of any residential property for a period of less than 60 days.

"**Suit**" means a civil proceeding, including any alternative dispute resolution proceeding, in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged.

“**Visitor**” means a person who visits an “accommodation” for a short period of time but does not pay a fee for his or her use of the “accommodation”.

"**We**," "**us**," and "**our**" refer to the insurance company providing this insurance.

ARTICLE 1: CONTENTS COVERAGE

The terms, conditions, coverages, and exclusions contained in this Article 1 apply to your property damage coverage under the Policy.

SECTION 1: COVERAGES & EXCLUSIONS

1. **Insuring Agreement.** We will pay you for accidental physical loss of or damage to Covered Property caused by a “guest” that occurred during the “rental period” of a “contracted stay” at the “accommodation” as provided in the Policy. We will provide the insurance described in the Policy for Covered Property against the physical loss or damage to property however caused by the “guest”, unless the loss or damage is excluded in Sections 1.3 (Covered Property Exclusions) or 1.4 (General Exclusions), and in return for payment of the premium and compliance with all applicable provisions of the Policy.

2. **Covered Property.** Subject to Section 1.3 below (Covered Property Exclusions), “**Covered Property**” means movable contents and personal property, including “golf carts,” located at the “accommodation” that is either owned by you or in your care, custody, or control, and for which you are under a contractual obligation to insure it against physical loss or damage. Coverage applies only to the extent of your or the property owner’s interest in such property.

3. **Covered Property Exclusions.** "**Covered Property**" does not include:

   a. Accounts, bills, currency, food stamps, lottery tickets, or other evidence of debt, money, notes, or securities, jewelry or other precious items, or one-of-a-kind or original artwork.

   b. "Pets" or animals of any kind.

   c. Bridges, roadways, walkways, driveways, patios, or other paved surfaces.

   d. Land (including land on which the "accommodation" is located), water, crops, or lawns.

   e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

   f. Bulkheads, pilings, piers, wharves, or docks.

   g. Retaining walls that are not part of the "accommodation".

   h. Underground pipes, flue, septic tanks/units or drains.

   i. "Electronic data", valuable information, papers and records, including those which exist as "electronic data", proprietary information, books of account, deeds, manuscripts, abstracts, and drawings.

   j. Property outside of the "accommodation", including common areas, lobbies, hallways, shared amenities, and other communal spaces.

   k. Firearms and related equipment.

   l. "Motor Vehicles", including their accessories, trailers, motors, equipment, accessories and parts.

4. **General Exclusions**. We do not insure for loss or damage caused to or by, or resulting from, directly or indirectly, any of the following, and such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss:

   a. Pandemic, war, military or government action, riot, or civil commotion.

   b. Burglary, theft, vandalism, or other intentional and wrongful acts.

   c. "Normal wear and tear", "breakdown", cosmetic damage, marring, deterioration, inherent vice, latent defect, faulty workmanship, refurbishment or renovation, rust, fungus, mold, wet or dry rot, birds, vermin, rodents, or insects, or any any damage or failure resulting from a condition or use beyond the property's reasonable life expectancy.

   d. Any intentional, negligent, willful, fraudulent, criminal or illegal acts of, or caused by, an insured, "guest", or an employee or vendor of the insured.

   e. Any intentional, negligent, or willful loss to property arising out of any act an insured commits or conspired to commit with the intent to cause a loss. In the event of such loss, no insured is entitled to any coverage, including insureds who did not commit or conspire to commit the act causing the loss.

   f. "Pets", unless the "contracted stay" agreement specifically states that the "accommodation" is a pet-friendly property.

   g. Parties, weddings, reunions, events, or other group gatherings or similar group activities.

   h. Fines and penalties imposed on the "guest" by you or any third party.

   i. Loss of revenue or alternative accommodation expenses except as otherwise specifically provided in the sections below.

j. Mental, emotional or psychological episodes.

k. Employee, whether hourly or salaried, or contracted labor time or expense for regular maintenance or repairs, or for time spent searching for, delivering, or obtaining replacements or filing claims.

l. Any mysterious disappearance of Covered Property, including instances where the cause or circumstances of the loss cannot be determined or are unexplained.

m. Linens such as pillowcases, sheets, wash cloths, and towels if they are in an excessively worn or unserviceable condition.

5. **Contingent Linens Exclusion**. If linens coverage is excluded by this Policy, as indicated in the Declarations or the applicable Insurer portal, then notwithstanding Section 4.l. above, linens such as pillowcases, sheets, wash cloths, and towels, will be excluded entirely from "Covered Property."

SECTION 2: INSURANCE LIMITS

1. **Insurance Limit.** The most we will pay for loss or damage in any one occurrence is the applicable insurance limit(s) shown in the Declarations. All sums we will be required to pay under the Policy will be reduced by the applicable Deductible, if any, shown in the Declarations prior to the application of the limits of insurance.

2. **Limit of Liability.** We will not be liable in any one loss:

   a. For more than the amount of your interest at the time of loss; or

   b. For more than the applicable limit of liability.

3. **Loss Settlement.** Covered property losses will be settled as follows:

   a. For individual items of personal property, losses will be settled at the actual cost to repair or replace the damaged property at the time of loss, but not exceeding the cost to repair or replace it.

   b. For pairs or sets of property, we will make all reasonable efforts to restore or replace the pair or set of property; however, the parties understand that pairs or sets of property may be difficult to repair or replace. Accordingly, in the event that property in a pair or set is damaged, we may elect to either:

      i. repair or replace the damaged items to restore the pair or set; or

      ii. pay the difference in the Actual Cash Value of the pair or set before and after the loss.

   c. To real property:

      i. if the damage is repaired or replaced within a reasonable amount of time, at the actual cost to repair or replace; or

      ii. if the damage is not repaired or replaced within a reasonable amount of time, at the Actual Cash Value, but not more than the amount required to repair or replace it.

4. **Deductible.** If the adjusted amount of loss is less than or equal to the applicable Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will subtract the Deductible from the adjusted amount of loss and will pay (i) the resulting amount, or (ii) the applicable insurance limit, whichever is less. When a covered event involves loss to more than one item of Covered Property and separate insurance limits apply,

the losses will not be combined in determining application of the Deductible.

SECTION 3: LOSS CONDITIONS & OBLIGATIONS

The following conditions and obligations apply in the event of a loss in addition to any other conditions or obligations contained in the Policy.

1. **Appraisal.** If either party to the Policy disagrees on the value of the property or the amount of loss, such party may make a 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 (i) pay its chosen appraiser; and (ii) 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.

2. **Duties in the Event of Loss or Damage.** In the event of loss or damage to Covered Property, you must:

   a. Notify the police if a law may have been broken.

   b. As soon as possible, give us notice of the loss or damage, including a description of the property involved a description of how, when, and where the loss or damage occurred, including a photo of the damaged property or area.

   c. Take all reasonable steps to protect the Covered Property from further damage.

   d. Obtain estimates for repairing damaged property prior to replacing it, and provide those estimates to us at our request.

   e. Keep a record of expenses incurred to protect the Covered Property, for consideration in the claim settlement. This obligation does not increase the applicable limit of insurance. We will not cover any subsequent loss or damage caused by a peril that is not a covered cause of loss.

   f. Take inventory of the damaged and undamaged property, including quantities, costs, values, and amount of loss claimed, and maintain accurate records of repair expenses.

   g. As often as may be reasonably required, permit us or our agents to inspect the property proving the loss or damage and examine your books and records.

   h. Provide records and supporting documentation to us at our request, and permit copies to be made, and permit us to inspect any "accommodation" at the request of us, our agents or claim examiners.

   i. Promptly cooperate with us in the investigation or settlement of a claim. All supporting documentation, including any photographs, invoices and expenses described above, must be submitted to us within 60 days of opening the claim.

3. **Loss Payment**

   a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

      (1) Pay the value of damaged property;

      (2) Pay the cost of repairing or replacing the damaged property, subject to Paragraph **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph **b.** below.

b. We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Policy.

c. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

d. We will give notice of our intentions within fifteen (15) business days after we receive all required supporting claims documentation. Any payment will be issued by us within five (5) business days after claim approval.

e. **Recovered Property.** Subject to the applicable limit of insurance, we will pay recovery and repair expenses for recovered property. If either you or we recover any property after a loss settlement, the recovering party must promptly notify the other in writing. At your election, recovered property will be returned to you, provided you first reimburse us for the amount we paid for the property. We reserve the right to collect any recovered property for which we paid a loss settlement.

4. **Valuation.** We will determine the value of the Covered Property in the event of loss or damage at repair or replacement cost value at the time of loss or damage. The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use, or repair of any property. Actual Cash Value, instead of repair or replacement cost valuation, will apply to loss or damage to works of art, antiques, or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains, and ornaments.

5. **Abandonment.** No property can be abandoned to us for any reason.

SECTION 4: BED BUG INFESTATION COVERAGE

1. **Definitions.** The following definitions apply to this Section 4:

a. "**Bed bug(s)**" refers only to *cimex lectularius*, a parasitic insect belonging to the family *Cimicidae*.

b. "**Bed bug infestation**" means an infestation by "bed bugs" in the "accommodation" which has been confirmed by a recognized pest control association member company.

c. "**Loss of revenue**" means your lost "contracted stay" revenue due to cancellations of "guest" reservations that were made on or prior to the date of the "bed bug infestation." Coverage applies to revenue lost from reservations beginning no earlier than 72 hours after the discovery of the "bed bug infestation".

d. "**Remediation costs**" means all costs associated with replacement of soft furnishings (including but is not limited to linens, bedding, furniture coverings, rugs, throws, and floor coverings), cleanup, and temporary relocation and accommodation costs for "guests", subject to the limits and terms of the Policy.

2. **Bed Bug Infestation Coverage & Remediation.**

a. **Coverage.**

(1) Subject to the Exclusions in Section 4.3 (Exclusions) below, we will pay your "remediation costs", in excess of any applicable Deductible specified in the

Declarations, incurred in connection with a "bed bug infestation" at the Covered Property that takes place during the policy period. In addition, we will only pay relocation and accommodation costs for "guests" associated with relocating a "guest" to a hotel, motel, or inn; relocation to another "contracted stay" does not qualify for coverage under the Policy.

(2) Subject to the Exclusions in Section 4.3 (Exclusions) below, we will pay your "loss of revenue", in excess of any applicable Deductible specified in the Declarations, incurred in connection with a "bed bug infestation" at the Covered Property that takes place during the policy period; provided, that coverage will only apply to "loss of revenue" beginning no earlier than seventy-two (72) hours after your discovery of the "bed bug infestation".

b. Limit. The Bed Bug Infestation Limit specified in the Declarations applies per "accommodation" and per twelve (12) month period, measured successively from the inception date of coverage for each "accommodation".

c. Remediation.

(1) Our obligation to pay under Section 4.2.a (Coverage) above for a "bed bug infestation" will be limited to the amount specified in the Declarations. Our obligation to pay you for "remediation costs" or "loss of revenue" in respect of a "bed bug infestation" incident taking place during the policy period will not exceed the Bed Bug Infestation Limit specified in the Declarations. After the Bed Bug Infestation Limit has been exhausted, we will have no duty or obligation of any kind with regard to any other "bed bug infestation" during the policy period. Coverage under this Section 4 is limited to one (1) "bed bug infestation" claim per "accommodation" per policy period.

(2) Our obligation to pay under Section 4.2.a (Coverage) above for a "bed bug infestation" is subject to the Deductible specified in the Declarations. We will have no obligation to pay for any "remediation costs" or "loss of revenue" until you have satisfied your deductible obligation with respect to such "remediation costs" or "loss of revenue" covered under the Policy. It is understood and agreed that our obligations under the Policy are limited to paying you for "remediation costs" or "loss of revenue" and we will have no obligation of any other kind in connection with any "bed bug infestation" covered under the Policy.

(3) To qualify for coverage under this Section 4, prompt written notice must be given to us or our designated agent within five (5) days of your knowledge of a "bed bug infestation". In addition, you agree that we may require that you provide to us with a copy of a recognized pest control association member company report or confirmation of a "bed bug infestation".

3. Exclusions. The exclusions below limit the coverage provided in this section. We will not provide coverage or payment for any of the following in connection with a "bed bug infestation":

a. Bodily injury, including mental or emotional injury or distress, medical payments, or property damage, including direct or consequential, directly or indirectly relating to or arising out of any "bed bug infestation".

b. "Remediation costs" incurred to investigate, remediate, repair, clean up, or respond in any way to contamination of any kind at any location other than the Covered Property.

c. Repair or replacement of hard furnishings, including but not limited to tables, chairs, bookcases, beds, desks, and cabinets.

d. Reimbursement of "guest" fees or payments.

e. Damages of any kind, including punitive or exemplary damages, fines or penalties, awarded against you.

f. Legal actions or costs incurred by you, and we will have no duty or obligation to defend you in respect of any such legal actions.

g. Damages or loss of any kind in connection with an infestation of any animal or organism other than "bed bugs".

SECTION 5: SMOKING-RELATED AND EXCESS CLEANING DAMAGE

1. **Definitions.** The following definitions apply to this Section 5:

   a. "**Guest smoking lease violation**" means any act of smoking or vaping of any substance by a "guest" inside the "accommodation" in violation of the terms of the valid rental agreement that explicitly prohibits smoking.

   b. "**Smoking-related cleaning expense**" means the reasonable costs incurred to eliminate smoke odors resulting from a "guest smoking lease violation," including, but not limited to, the use of professional-grade ozone or hydroxyl generators, wall washing, carpet or upholstery cleaning, and any associated loss of rental income during the remediation period.

2. **Coverage.** Subject to the sublimits in Section 5.3 (Sublimits) and the exclusions in Section 5.4 (Exclusions) below, we will pay your "smoking-related cleaning expense", in excess of any applicable Deductible specified in the Declarations, incurred because of a "Guest smoking lease violation" at the Covered Property that takes place during a "contracted stay".

3. **Sublimits.** The maximum amount that we will pay for a "guest smoking lease violation" during any one "contracted stay" is as shown in the table below:

# bedrooms in accommodation	Limit	Deductible
1 or 2 bedrooms	$250	None
3 bedrooms	$500	None
4 or more bedrooms	$750	None
Maximum aggregate limit per Policy Period:	$10,000	

4. **Exclusions.** The exclusions below limit the coverage provided in this Section. We will not provide coverage or payment for any of the following in connection with a "guest smoking lease violation":

   a. Smoking-related damage or cleaning expenses where smoking is not explicitly prohibited per the terms of the valid rental agreement.

   b. Damage or expense in any location that is not an "accommodation".

   c. Damage arising at any time other than during a "contracted stay".

   d. Damage to or expense arising from trailers or mobile homes, whether or not anchored or fixed to a particular location.

   e. Damage or expense to or in any "motor vehicle".

SECTION 6: GOLF CART COVERAGE

1. **Coverage.** The following coverage applies to property damage to a "golf cart" and the liability arising out of the ownership or use of a golf cart provided by the Owner:

   a. **Contents**: subject to Section 1.2 (Covered Property) and the personal contents limits of your Policy, we will pay costs to repair or replace your covered "golf cart" when damaged due to an accidental, sudden, and unintended occurrence while being operated by a "guest" at or within 1 mile of the "accommodation" during the "rental period."

   b. **Liability**: Subject to the general liability limits of your Policy, we will pay the amounts an insured is legally obligated to pay for "bodily injury" or "property damage" caused by the operation of a "golf cart" that takes place at or within 1 mile of the "accommodation" during the "rental period." This coverage is strictly excess over any other primary coverage of you or the Owner of the unit and follows all terms, conditions, and exclusions of coverage contained in Article 2 below.

2. **Exclusions.** The exclusions below limit the coverage in this Section. We will not provide coverage or payment for any of the following in connection with a "golf cart":

   a. Use of the "golf cart" by any person under the legal minimum age required to operate a motorized cart in the jurisdiction of the Covered Property.

   b. Use of the "golf cart" on public roads, highways, or areas not legally designated for "golf cart" use.

   c. Use of the "golf cart" for racing, speeding, off-road use, or any operation deemed reckless or intentionally negligent.

   d. Loss caused solely by mechanical breakdown, wear and tear, deterioration, rust, corrosion, or neglect in maintenance.

   e. Loss or liability arising from modifications, attachments, or alterations to the "golf cart" not approved by the manufacturer.

   f. Use of the "golf cart" for any commercial purpose, including transportation of paying passengers or goods.

   g. Operation of the "golf cart" while under the influence of alcohol, drugs, or other substances or in violation of local or state law.

ARTICLE 2: LIABILITY COVERAGE

The terms, conditions, coverages, and exclusions contained in this Article 2 apply only if your coverage selection includes property liability coverage under the Policy.

SECTION 1: LIABILITY COVERAGES & EXCLUSIONS
BODILY INJURY AND REAL PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement**

   a. We will pay the amounts an insured is legally obligated to pay as damages for "bodily injury" or "property damage" caused by an "occurrence" that takes place during the "rental period" of a "short-term rental" at the covered "accommodation." This insurance applies only if the insured is deemed liable for the "bodily injury" or "property damage" as sustained by a "guest" during a "contracted stay."

b. 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 third-party "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. This insurance will not respond where one insured files a "suit" against another insured.

c. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

d. The amount we will pay for damages is limited as described in Section 3 (Insurance Limits) below. 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 the Policy.

e. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in the Policy.

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 or the "guest". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability.** This insurance does not cover "bodily injury" or "property damage" for which the insured is required to pay damages solely because of liability assumed under an agreement other than an agreement for a "contracted stay".

c. **Liquor Liability.** "Bodily injury" or "property damage" for which any insured may be held liable by reason of (i) causing or contributing to the intoxication of any person; (ii) furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or (iii) violation of any statute, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

d. **Motor Vehicles.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any "motor vehicle" owned or operated by, or rented or loaned to, any insured.

e. **Experiences**. "Bodily injury" or "property damage" that occurs as a result of an "experience". "Experience" means any activity that is separate or apart from, or booked by a "guest" in addition to, the "contracted stay". "Experience" includes, but is not limited to, skiing, snorkeling, hiking, caving, kayaking, skydiving, ziplining, or other adventure sports. This exclusion applies regardless if the "experience" is on or at the premises of the "accommodation" or if the "experience" is listed as part of the "accommodation" listing.

f. **Recording of Material or Information.** "Bodily injury" or "property damage" arising out of the actual or alleged recording, printing, dissemination, disposal, collecting, sending, transmitting, communicating, or distribution of any material or information by a camera or video recording device that is: (i) not previously disclosed by a Named Insured in the listing, including the specific location and whether recording occurs during the reservation; or (ii) placed in or observing the interior of private spaces such as a bathroom, bedroom, or sleeping area.

g. **War, Nuclear, Acts of God.** "Bodily injury" or "property damage" arising directly or indirectly out of or caused by: war, including undeclared or civil war, or 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, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; nuclear incident as defined in any nuclear liability act, law or statute, or a nuclear explosion or contamination by radioactive material; acts of god, wind, hail, rain, lightning, hurricane, tsunami, or flood.

h. **Animals**. "Bodily injury" caused by any "pet" or animal. This exclusion applies to an "accommodation" even if the "accommodation" was listed as pet friendly.

i. **Fungi, Mold, or Spores**. "Bodily injury" or "property damage" arising out of or resulting from, in whole or in part, any actual, alleged or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of, any fungi, mold, spores or bacteria on or within an "accommodation" or other buildings or structures at the "accommodation". This exclusion applies regardless of any other cause, event, material or product contributing concurrently or in any sequence to such injury or damage. We will not pay for any loss, cost or expense to abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, or assess the effects of, fungi, mold, spores, or bacteria by any insured or by any other person or entity.

j. **Intentional And Illegal Acts**. "Bodily injury" or "property damage" arising out of any act or omission of an insured or a "guest" that (i) is intentional, willful, or deliberate on the part of any insured, including, but not limited to, acts done with the intention of causing harm or loss to another person or property, or (ii) constitutes a violation of any law, statute, or regulation, including, but not limited to, criminal acts, fraudulent acts, and acts of civil disobedience.

SECTION 2: MEDICAL PAYMENTS

1. **Insuring Agreement.**

a. We will pay medical expenses incurred by a "guest" for "bodily injury" caused by an accident in or on an "accommodation" during the "rental period", provided that:

(1) The accident takes place during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured "guest" submits to examination, at our expense, by physicians of our choice as we may reasonably require.

b. We will make these payments regardless of fault. The payments under subsection (a) above will not exceed the applicable limits of insurance shown in the Declarations. 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 any expenses for "bodily injury":

a. **Insured.** To any "insured".

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. **Athletics Activities.** To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

e. **Other Exclusions.** Otherwise excluded under the Policy.

f. **Nuclear.** "Bodily injury" or "property damage" arising out of or caused directly or indirectly by a nuclear incident as defined in any nuclear liability act, law or statute, or a nuclear explosion or contamination by radioactive material.

SECTION 3: INSURANCE LIMITS

1. The limits of this insurance apply to each claim made during the policy period and are as specified in the Declarations and/or Schedule of Benefits.
2. These limits represent the maximum amount we will pay, regardless of the number of insureds, claims made, or "suits" brought under the Policy during the policy period. Any payments made under the Policy will be reduced by the applicable deductible, if any, as shown in the Declarations and/or Schedule of Benefits, before payment is issued.
3. All amounts paid under the Policy that are directly linked to operations at a specific "accommodation" will apply against that "accommodation's" coverage limit. For payments that cannot be directly attributed to a single "accommodation," we reserve the right, at our discretion, to allocate those payments to the limit of a single "accommodation."

ARTICLE 3: GENERAL CONDITIONS

The terms and conditions contained in this Article 3 apply to the entire Policy.

1. **Duties in the Event of an Occurrence.** You have the following duties in the event of an "occurrence", claim, or "suit":

   a. Notify us as soon as reasonably possible of an "occurrence" or an offense that may result in a claim or "suit". 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 in writing 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 a 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 that 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.

2. Other Insurance. If there is other valid insurance available to the insured for a loss covered under the Policy, our obligations are as follows:

a. Primary Insurance. This insurance is primary unless Paragraph 2 (Excess Insurance) applies. If another insurance policy is also primary, we will share the loss with that policy as described in Paragraph 3 (Method of Sharing).

b. Excess Insurance.

(1) This insurance will apply as excess coverage in the following cases:

(a) Over any fire insurance, extended coverage, builder's risk, installation risk, or similar coverage.

(b) Over insurance covering liability for damages arising from the use or maintenance of a "motor vehicle".

(c) Over any other primary insurance covering liability for damages related to the "accommodation" or commercial operations for which you are an additional insured.

(2) When this insurance is excess, we have no duty to defend you if another insurer is already providing a defense. If no other insurer defends, we may choose to do so but will retain the right to recover costs from non-defending insurers.

(3) When this insurance is excess, we will pay only our share of the loss, if any, that exceeds the sum of:

(a) The total amount payable by other insurance; and

(b) Any deductibles or self-insured amounts under those policies.

(4) 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 applicable limits of insurance shown in the Declarations.

c. Method Of Sharing. If both primary and excess insurance policies apply, we will share the remaining loss with other applicable insurance that is not specifically purchased as excess coverage.

3. Premium Billing. You will be invoiced for each covered "contracted stay," and payment is due upon receipt of the invoice. If full payment of an invoice is not received within 30 days of the due date, we reserve the right to cancel your insurance coverage or deny any claims.

4. Representations. By accepting the Policy, you agree that the information you provided to us, as reflected in the Declarations, are accurate and complete, that they are based on the representations you made to us, and that we have issued the Policy in reliance upon those representations.

5. Nonrenewal. We reserve the right, at our sole discretion, not to renew the Policy. If we choose not to renew, we will provide you, the Named Insured, with written notice of nonrenewal at your last known email address. This notice will be sent at least 30 days prior to the Policy's expiration date.

6. **Subrogation.** You agree that, in exchange for our payment of your claim under the Policy, you assign to us the right to pursue and collect against any insurer or third party to the extent of our claim payment to you. You agree to cooperate and participate as we may reasonably request to recover our loss, including signing any letter evidencing your assignment of any right of recovery against any other party.

7. **Investigation; Reservation of Rights.** We or our designated representatives may investigate any facts, circumstances, or events giving rise to a claim, loss, or "occurrence," and you agree to cooperate fully in any such investigation. We reserve the right, in our sole discretion, to deny coverage, rescind, or cancel the Policy immediately in the event of actual or suspected fraud, misrepresentation, or concealment of material facts. We may, at our discretion, settle any claim or "suit" as we deem appropriate, and you agree to be bound by such settlements. No insured may admit liability, make any payment, or assume any obligation without our prior written consent, except at the insured's own expense.

8. **Jurisdiction & Venue.** The Policy and this document are each governed by South Carolina law without regard to conflict of law principles. Any legal action or proceeding arising out of or relating to this Policy or this document must be brought exclusively in a court of competent jurisdiction located in the State of South Carolina, unless the Insurer otherwise agrees in writing. By purchasing coverage, you expressly agree and consent to the jurisdiction of such courts and to venue in South Carolina.

9. **Compensation.** Commission and other compensation related to the sale or administration of the Policy may be paid to, and shared among, Tint, the insurer, and other licensed insurance producers or affiliates involved in the placement, servicing, or administration of your coverage. These parties may receive compensation in the form of commissions, fees, or other remuneration as permitted by applicable law and regulatory guidelines.