

**FURNISHED ACCOMMODATION
OCCUPANT PROTECTION ADDENDUM**

The below terms and conditions establish and clarify the contractual liabilities of each party regarding: (i) damage to Occupant's personal belongings and effects and ii) personal liability during the term of the occupancy.

DEFINITIONS

- A.** In this Agreement, You and Your refer to Occupant of the **Residence Premises** described in Your Agreement. **We**, Us and Our refer to Blueground US, Inc.
- B.** Certain words and phrases are defined as follows:
1. **Aircraft** means any contrivance used or designed for flight including any parts whether or not attached to the Aircraft, Hovercraft, including model or hobby Aircraft, Hovercraft.
 2. **Bodily Injury** means bodily harm, sickness or disease, including required care, loss of services and death resulting therefrom.
 3. **Business** includes trade, profession or occupation.
 4. **Furs** means garments trimmed with fur or consisting principally of fur;
 5. **Golfer's Equipment** means golf clubs, golf clothing and golf equipment of You and other clothing of You while contained in any locker situated in a club house or other building used in connection with the game of golf.
 6. **Hovercraft** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 7. **Furnished Accommodation Provider** means and includes Blueground US, Inc. and/or an entity which provides furnished accommodation contracted or represented by Blueground US, Inc. solely with respect to an occupancy by the Occupant that is the subject of this Agreement;
 8. **Protected Location** means:
 - a. The **Residence Premises**;
 - b. other structures in the grounds of the **Residence Premises** and used by You as a residence and which is shown in the Agreement;
 9. **Jewelry** means an article of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys.
 10. **Motor Vehicle** means;
 - a. a motorized land vehicle designed for travel on public roads or subject to Motor Vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to Motor Vehicle registration;
 - c. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any Beneficiary and designed for recreational use off public roads;
 - d. any vehicle while being towed by or carried on a vehicle included in 5a, 5b, or 5c.
 11. **Occupant** means the person named in the rental agreement, their spouse and relatives whilst residing at the **Residence Premises**.
 12. **Personal Belongings** means luggage, clothing, personal effects, and other articles which belong to You or for which You are legally responsible which are worn, used or carried by them.
 13. **Personal Injury** includes, but is not limited to:
 - a. disability, shock, mental anguish and mental injury;
 - b. false arrest, false imprisonment, wrongful entry or eviction wrongful detention, malicious prosecution or humiliation; and
 - c. libel, slander, defamation of character or invasion of rights of privacy; including death resulting therefrom; sustained by any person.
 14. **Property Damage** means physical injury to or destruction of tangible property, including loss of use of this property.
 15. **Residence Employee** means an employee of the relevant Furnished Accommodation Provider who performs household or domestic services duties in the **Residence Premises**.

16. **Residence Premises** means the accommodation subject to the rental agreement of the Occupant.
17. **Watercraft** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor;

**PROTECTION FOR LOSS OR DAMAGE
TO OCCUPANTS' PERSONAL BELONGINGS**

LIMIT OF TOTAL LIABILITY:	\$10,000
MAXIMUM FOR ANY ONE ITEM:	\$ 3,500
DEDUCTIBLE:	\$ 250 each occurrence

Agreement

We will provide the protection described in this section in return for compliance with all applicable provisions of this Agreement.

We cover the **Personal Belongings** owned by You or members of Your family, if resident in the same household, while these Personal Belongings are in the **Residence Premises** or whilst being worn, on their person or being carried by them when away from **Residence Premises**.

The amount of protection **We** provide is the limit of liability shown in the Agreement.

Occupant Retained Losses

With respect to loss addressed under this section **We** shall be liable only when such loss in each occurrence exceeds \$250 and then only for the amount of such excess.

Property Not Addressed

Protection does not apply to:

1. animals, birds or fish;
2. **Motor Vehicles**; including
3. any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which may be operated by power from the electrical system of a **Motor Vehicle**, or any tape, wire, record, disc or other medium for use with any such device or instrument while this property is in or upon a **Motor Vehicle**;
4. **Aircraft, Hovercraft** and parts;
5. property carried or held as samples or for sale or for delivery after sale;
6. **Business** property;
7. property contained in an apartment regularly rented or held for rental to others by you; and
8. property grown for **Business** purposes.
9. fine arts of any kind, paintings, statuary and similar objects, antiques.
10. stamps and coin collections of any kind.
11. guns.
12. cash, currency or bank notes.
13. **Personal Belongings** with an individual value of \$3,500 or over.

Territory

Unless otherwise stated or amended, protection applies wherever the property may be located.

Perils to Which Protection Applies

We protect against all risks of direct physical loss or material damage to the property described except as herein provided:

Exclusions

Protection does not apply to loss resulting directly or indirectly from the following causes:

1. wear and tear; marring; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; birds, vermin, rodents, insects or domestic animals;
2. breakage of **valuables**, other than **Jewelry, Golfer's Equipment, Furs** watches, cameras and photographic lenses. There is protection for breakage of this property by or resulting from fire, lightning, windstorm, hail, smoke other than smoke from agricultural smudging or industrial operations, explosion, riot, civil commotion, Aircraft, vehicles, vandalism and malicious mischief, collapse of a building, earthquake, water not otherwise excluded, theft or attempted theft, or sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system or an appliance for heating water;
3. refinishing, renovating or repairing of property;

4. destruction, confiscation or seizure by order of any government or public authority.
5. Neglect, meaning neglect of You to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a peril protected against;
6. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force of military personnel, destruction or seizure or use for a military purpose, and including consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
7. Nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these occurrences.
8. **International transit**, meaning while the **Personal Belongings** are aboard any vessel, Aircraft, Hovercraft or vehicle for the purpose of **international transit** or during loading or unloading therefrom; or while in storage during such transit; except such property as accompanies You or members of Your family of the same household as personal baggage.

General Conditions applicable to this section.

Financial Interest/Legal Obligation

If more than one person has a financial interest or legal obligation relative to the property addressed, We shall not be liable to you, for an amount greater than Your interest/obligation, nor shall We be liable for more than the applicable limit of liability.

Loss settlement

Our responsibility at time of loss to the **Personal Belongings** is to repair or replace the lost or damaged property without deduction for depreciation. **Our** liability shall not exceed the smallest of the following amounts:

1. the total limit of liability for **Personal Belongings** as stated on the Agreement;
2. the replacement cost of the **Personal Belongings** at the time of loss, including if necessary, shipment charges from the country of original purchase and any applicable import taxes and tariffs; or
3. the cost to repair the damaged **Personal Belongings** at time of loss.
4. At Your option, if they do not repair or replace any lost or damaged **Personal Belongings**, they will be valued on an actual cash value basis. However, if, within 2 months of the date of the loss settlement, You on behalf of You give Us notice of their decision to repair or replace any lost or damaged **Personal Belongings**, We will pay the difference between their replacement cost and the actual cash value originally paid, but We will pay this difference only when **Personal Belongings** that were valued on an actual cash value basis is actually repaired or replaced

OCCUPANT'S PERSONAL LIABILITY PROTECTION

LIMIT OF LIABILITY:

Personal Liability
\$100,000

Medical Payments to Others
\$ 5,000

DEDUCTIBLE:
\$ 5,000 Each occurrence.

Agreement

We will provide protection described in this Agreement section in return for compliance with all applicable provisions of this Agreement. In any country where We may be prevented by law or otherwise from carrying out this agreement, We shall pay any expenses incurred with Our written consent in accordance with this agreement.

The amount of protection We provide is the limit of liability shown in the Agreement.

Liability

Personal Liability

If a claim is made or a suit brought against You alleging legal liability for damages because of **Bodily Injury, Personal Injury, or Property Damage** to which this protection applies, We will:

1. pay up to the limit of liability for the damages for which You are legally liable and
2. provide a defense at Our expense by counsel of Our choice. **We** and/or Our insurers may make any investigation and settle any claim or suit that **We** and/or Our insurers decide is appropriate. **Our** obligation to defend any claim or suit ends when the amount **We** and/or Our insurers pay for damages resulting from the occurrence equals Our limit of liability.

Medical Payments to Others

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **Bodily Injury**. Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional

nursing, prosthetic devices and funeral services. This protection does not apply to You or **Residence Employees**. As to others, this protection applies only:

1. to a person on the **Protected Location** with the permission of **you**; or
2. to a person off the **Protected Location**, if the **Bodily Injury**:
 - a. arises out of a condition in the **Protected Location** or the ways immediately adjoining;
 - b. is caused by the activities of any **Occupant**;
 - c. is caused by a **Residence Employee** in the course of the **Residence Employee's** employment by **you**; or
 - d. is caused by an animal owned by or in the care of **you**.

Payments under this protection are limited to a maximum amount per person as stated in the Agreement.

Exclusions

Protection under both the Personal Liability and the Medical Payments to Others does not apply to **Bodily Injury, Personal Injury or Property Damage** which:

1. is expected or intended by you;
2. arises out of an illness, sickness or disease transmitted intentionally or unintentionally by a addressed person to anyone, or any consequence resulting from that illness, sickness or disease.
3. arises out of Your **Business** pursuits or the rental or Your holding for rental of any part of any premises;
4. arises out of the rendering or failing to render professional services;
5. arises out of any premises owned or rented to You which is not an Protected Location;
6. arises out of the ownership, maintenance, use, loading or unloading of:
 - a. an **Aircraft, Hovercraft**;
 - b. a **Motor Vehicle** owned or operated by, or rented or loaned to you; or
 - c. a **watercraft**;
7. is caused directly or indirectly by **war**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

Neighbors and Tenant's Liability

means the Property Damage You becomes legally liable and for which You become obligated to pay by reason of the liability imposed by the articles of the Napoleonic code or similar civil or commercial codes because of:

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

Protection does not apply to:

1. liability assumed under any written contract or agreement by contract or agreement in connection with any **Business**;
2. **Property Damage** to property owned by you;
3. **Bodily Injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by You under any worker's or workmen's compensation, non-occupational disability, or occupational disease law; or
4. **Bodily Injury, Personal Injury or Property Damage** for which You are an insured under a nuclear energy liability insurance program or would be a **insured** but for its termination upon exhaustion of its limit of liability.

Protection Under Medical Payments to Others

Protection does not apply to:

1. any person, eligible to receive any benefits required to be provided or voluntarily provided under any worker's or workmen's compensation, non-occupational disability or occupational disease law;
2. any nuclear reaction, radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Additional Protections

We cover claim expenses, first aid expenses and damage to property of others in addition to Our limits of liability.

With respect to claim expenses, We pay:

1. expenses incurred by Us and costs taxed against You for which You are contractually liable in any suit We defend;
2. premiums on bonds required in a suit defended by **us**, but not for bond amounts greater than the limit of liability for personal liability although are not obligated to apply for or furnish any bond;
3. reasonable expenses incurred by any **You** at Our request, including actual loss of earnings (but not loss of other income) up to \$100 per day for assisting Us in the investigation or defense of any claim or suit; and
4. interest on the entire judgment which accrues after entry of the judgment and before We pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

With respect to first aid expenses, We will pay expenses for first aid to others incurred by You for **Bodily Injury** addressed under this Agreement. We will not pay for first aid to you.

With respect to damage to property of others, We will pay up to \$500 per occurrence for **Property Damage** to property of others caused by you.

We will not pay for **Property Damage**:

1. to property protected under Personal Property or any similar type of protection;
2. caused intentionally by you;
3. to property owned by or rented to you;
4. arising out of:
 - a. **Business**,
 - b. any act or omission in connection with a premises owned, rented or controlled by you, other than the **Protected Location**, or
 - c. the ownership, maintenance, or use of a **Motor Vehicle**, Aircraft, Hovercraft or **watercraft**.

General Conditions applicable to this section.

Limit of Liability

Claims made or persons injured, Our total liability under personal liability stated in this Agreement for all damages resulting from any one occurrence shall not exceed the limit of liability for such protection as stated in the Agreement. All **Bodily Injury**, **Personal Injury**, and **Property Damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one occurrence.

Medical payments for others

Our total liability under medical payments to others for all medical expense payable for **Bodily Injury** to all persons as the result of one accident shall not exceed the limit of liability for Personal Liability as stated in the Agreement.

This protection applies separately to each **Occupant**. This condition shall not increase Our limit of liability for any one occurrence.

Your duties after loss

In case of an accident or occurrence, You shall perform the following duties and cooperate with Us in seeing that these duties are performed:

1. give written notice to Us or Our agent as soon as practicable, which sets forth:
 - a. Your identity;
 - b. reasonably available information on the time, place and circumstances of the accident or occurrence; and
 - c. names and addresses of any claimants and available witnesses;
2. forward to Us or **Our insurers** every notice, demand, summons or other process relating to the accident or occurrence;
3. at Our request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against any person or organization who may be liable to you;
 - c. the conduct of suits and attend hearings and trails;
 - d. securing and giving evidence and obtaining the attendance of witnesses;
4. under the protection - damage to the property of others - submit to Us within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within Your or Your control;
5. **You** shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **Bodily Injury**.

Duties of an injured person

The injured person or someone acting on behalf of the injured person seeking medical payments protection shall:

1. give Us written proof of claim, under oath if required, as soon as practicable;
2. execute authorization to allow Us or Our insurers to obtain copies of medical reports and records; and
3. the injured person shall submit to physical examination by a physician selected by Us when and as often as We reasonably require.

Payment of claim

Payment under the medical payments to others is not an admission of liability by You or by us.

Suits against us

No action shall be brought against Us unless there has been compliance with the Agreement provisions.

No one shall have any right to join Us as a part to any action against you. Further, no action with respect to personal liability shall be brought against Us until Your liability has been determined by final judgment or agreement signed by us.

Bankruptcy of any Occupant

Bankruptcy or insolvency of You shall not relieve Us of any of Our obligations under this Agreement.

Other protection

Our personal liability protection is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Agreement.

GENERAL CONDITIONS

Unless a General Condition appears in a specific Section of protection, then that General Condition shall prevail.

Duties After Loss

In case of a loss to property subject to the Agreement, We have no duty to provide protection under this Agreement if the failure to comply with the following duties is prejudicial to Us **and/or Our insurers**. These duties must be performed either by You or a representative.

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

1. Give prompt notice to Us or Our agent;
2. Notify the police in case of loss by theft;
3. Protect the property from further damage. If repairs to the property are required, You must:
 - i) Make reasonable and necessary repairs to protect the property; and
 - ii) Keep an accurate record of repair expenses;
4. Cooperate with Us in the investigation of a claim;
5. Prepare an inventory of damaged personal property or **Personal Belongings** showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
6. As often as We reasonably require
 - i) Show the damaged property;
 - ii) Provide Us with records and documents We request and permit Us to make copies; and
 - iii) to inspect any **Residence Premises** as often as We reasonably require following notice of loss / Incident;
 - iv) Submit to examination under oath, while not in the presence of another party subject to this protection, and sign the same.
7. 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
 - i) The time and cause of loss;
 - ii) The interests of all **Occupants** and all others in the property involved and all liens on the property;
 - iii) Other protection which may cover the loss;
 - iv) Changes in title or occupancy of the property during the term of the Agreement;
 - v) a copy of a recognized pest control association member company report regarding any Bed Bug infestation at the **Residence Premises**; and documentation of the actual and/or anticipated Remediation Costs.
 - vi) Specifications of damaged dwelling and detailed repair estimates;
 - vii) The inventory of damaged personal property described in 5. above;

B. 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.

3. Appraisal

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

C. **Suits against us**

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

D. **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.

E. **Loss payment**

We will adjust all losses with you. We will pay You unless some other person is named in the Agreement to receive payment. Payment for loss will be made within 60 days after We reach agreement with you, entry of a final judgment, or the filing of an appraisal awarded with us.

F. **Abandonment Of Property**

We need not accept any property abandoned by you.

G. **No Benefit To Bailee**

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

H. **Recovered Property subject to the Agreement**

If You or We recover any property for which We have made payment under this Agreement, 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 property subject to the Agreement is returned to or retained by you, the loss payment will be adjusted based on the amount You received for the recovered property subject to the Agreement.

I. **Protection Program Period**

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

J. **Concealment Or Fraud**

We provide no protection under this Agreement if, whether before or after a loss, an Occupant has:

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

relating to this protection.

K. **Other Protection and Service Agreement**

If a loss addressed by this Agreement is also insured by:

1. Other insurance, We will pay only the proportion of the loss that the limit of liability that applies under this Agreement bears to the total amount of insurance covering the loss; or
2. A service agreement, except a service agreement in the name of a corporation or association of property owners, this protection is excess over

any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as protection.

L. **Waiver Or Change Of Protection Program Provisions**

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

M. **Assignment**

Assignment of this Agreement will not be valid unless We give Our written consent.

N. **Subrogation**

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

If an assignment is sought, an Occupant must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

O. **Non-Renewal.**

We may elect not to renew or extend this Agreement