

\$1M Liability Insurance Policy Summary

Last updated 8 January, 2018

About \$1M Liability Insurance

\$1M Liability Insurance ("the Program") provides owners and property managers with primary coverage against claims for accidents involving third-party bodily injury or third-party property damage, provided the incident occurs during a stay corresponding with a reservation processed online through the HomeAway checkout.

The Program provides up to \$1 million USD in coverage per property, per year, through a policy issued by the multinational Generali Group, which for over 185 years has created a presence in 60 countries with over 76,000 employees.

There is no additional cost to participate in the Program; however, only stays that correspond with a reservation processed online through the HomeAway checkout are covered. In the event of a claim, benefits will be coordinated along with any other applicable insurance, including your homeowners policy.

See below for information on how to report claims under the Program.

Program Eligibility and Effective Dates

The current term of the policy underlying the Program began on May 8, 2017. Coverage under the Program applies to all stayed nights that occur on or after this date, regardless of check-in or check-out date, provided that the stay corresponds with a reservation processed online through the HomeAway checkout.

Generali Global Assistance is the insurance provider behind this program. HomeAway is the policy holder and, as defined under the Program terms, owners and property managers that list on the HomeAway family of sites or an authorized affiliate are the insured parties (collectively, the "Insured").

Owner/Property Owner Eligibility

Owners are eligible for coverage under this program if their properties are listed on the HomeAway family of sites or an authorized affiliate, and where the stays correspond with a reservation processed online through the HomeAway checkout.

Property Manager Eligibility

Property managers are eligible for coverage under this program if properties they manage are listed on the HomeAway family of sites or an authorized affiliate, and where the stays correspond with a reservation processed online through the HomeAway checkout.

Property Types Covered

- Properties owned or controlled by the Insured
- Properties listed on the HomeAway family of websites or an authorized HomeAway affiliate
- Properties booked and occupied by a third-party traveler whose stay corresponds with a reservation processed online through the HomeAway checkout

The definition of "properties" under the Program can include mobile homes, Airstream travel trailers, treehouses, watercrafts, and other such accommodations, but only to the extent that the property is stationary and used for residential purposes.

Limits of Insurance

\$1 million USD per occurrence, with a total limit of \$1 million USD available per year per property listed on the HomeAway family of sites or an authorized affiliate during the Program policy term.

Expenses Covered

The expenses that the Insured becomes legally obligated to pay as damages because of bodily injury to a guest or property damage to a third-party property may be covered by this program. If coverage is available for a claim, the \$1 million USD policy limit includes many of the costs to investigate a claim including legal defense, if necessary.

Coverage Territory

Anywhere in the world provided the insured's responsibility to pay damages is determined:

- In a lawsuit on the merits, that is brought in the territory in which we are not prohibited from engaging in transactions by any applicable sanctions and trade embargos, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control or in a settlement to which we agree

Program Exclusions

The Program excludes coverage for the following:

Aircraft, Auto, or Watercraft: Bodily injury or property damage arising from 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 that is not stationary and/or is

not used for residential purposes.

Contractual Liability: Bodily injury or property damage for which the Insured has agreed to or is obligated to pay due to an obligation set forth in an existing contract or agreement.

Damage to Property: Property damage to property an Insured owns, rents, or occupies, including any costs or expenses incurred by an Insured 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.

Electronic Data: Damages arising from 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, CD-ROMs, tapes, drives, cells, data-processing devices, or any other media that are used with electronically controlled equipment.

Employer's Liability: Bodily injury to an employee of the Insured arising from and in the course of (i) employment by the insured; or (ii) performing duties related to the conduct of the Insured's business.

Expected or Intended Injury: Bodily injury or property damage expected or intended from the standpoint of the Insured.

Personal and Advertising Injury: Injury or alleged injury caused by slander, libel, violations of privacy, advertising, or wrongful eviction.

Pollution: Bodily injury or property damage arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

Recall of Products, Work, or Impaired Property: Damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of a product if such product is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Recording and Distribution of Material or Information in Violation of Law: "Bodily injury" or "property damage" arising directly or indirectly from any action or omission that violates or is alleged to violate (i) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law, (ii) the CAN-SPAM Act of 2003, including any amendment of or addition to such law, (iii) the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or (iv) any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

War: Bodily injury or property damage, however caused, arising directly or indirectly from (i) war, including undeclared or civil war or (ii) warlike action by a military force, including action in hindering or defending against an actual or expected attack using military personnel or other agents.

Claims

Please notify Generali Global Assistance immediately if you become aware of any third-party bodily injury or third-party property damage that may be subject to coverage. Any delay in reporting a claim may result in not receiving coverage under the Program.

Call immediately to initiate a claim and speak with a dedicated Generali Global Assistance claims representative:

- In the Australia.: 1800 793 847

Have the following information available before you call:

- Full details of the incident
- Any and all related documentation
- Names of individuals or parties injured and/or claiming damages

You will receive an initial acknowledgement of the claim. Then, after the claim is assigned, you will receive the name of your assigned Generali Global Assistance representative, as well as updates throughout the claims process.

Processing time depends on the complexities and specific details of the claim and associated damages.

Disclaimer

This Program Summary does not contain the full terms and conditions. These can be found in the policy Terms and Conditions document, which is available upon request.

Complaints

We strive to provide our partners with excellent customer service and welcome any feedback. We will make our best effort to deal with all complaints fairly. If you wish to make a complaint, you can do so in writing, or by telephone.

Please address all complaints to:

Generali Global Assistance P.O. Box 939057 San Diego, CA 92193 Tel: 858-810-2000 Email: homeawayclaims@generali-liability.com