

Claim Guide for Personal Property Sharing Platforms

Thank you for purchasing an insurance policy as arranged by the Hartman Insurance Group of State College, PA <https://www.hartmangroup1.com/> through the Pacific Insurance Company a subsidiary of The Hartford Insurance Group. The following is a guide to assist you, the Platform, in understanding how to file a claim under the insurance policy you have purchased. The policy has multiple coverage sections, which are for liability or for direct physical damage to the rental asset. The policy is in force if the Platform has complied with all of the terms and conditions of the policy including the payment of premium. If you need assistance to understand the insurance policy, any coverages or understanding of a claim or demand made against you, contact the Hartman Insurance Group. The following is guidance for responding to claims.

There is a difference between liability claims and direct physical damage claims. The platform will have the same insurance policy number, the same insurance company for both coverages. However, there are two different insurance coverages, therefore, two different paths to follow to make a claim dependent on the circumstances creating the claim. This document only addresses the Direct Physical Damage to the rental asset portion of the Platform's policy.

- A. Coverage form for liability coverage for the platform's operations is in the Hartford (Pacific) Insurance Policy. Any questions or claims should be referred to The Hartman Insurance Agency at info@HartmanGroup1.com or 800-326-9424.
- B. Coverage form for **Direct Physical Damage** coverage for a rental asset during an approved rental transaction period is in the Hartford (Pacific) Insurance Policy.
 - 1. Review and understand which Rental Assets are excluded (not permitted to be an insured rental asset) by the Hartford for both (1) liability coverage and for (2) Direct Physical Damage coverage. Refer to excluded items in Exhibit A.
 - 2. Review and understand the time period when a rental asset is covered for direct physical damage. The rental asset is only covered for direct physical damage during an approved rental transaction.
 - 3. For each rental transaction, the claims handling process requires that the platform withholds a 10% deductible or \$25.00 USD, whichever is the larger amount of the confirmed rental asset valuation for each potential claim payment. A direct damage claim payment to the platform consists of the 10% deductible or \$25, withheld from the renter, plus the net payment from the loss fund. Your platform is responsible for withholding this amount for every rental transaction, not just when claims are filed. The credit hold

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should be released once the transaction is completed at the end of the rental period and if a claim has not been initiated.

The rental asset owner is then paid by the platform for a direct physical damage claim. The payment to the platform is sent electronically. ***The direct damage claim payment by the rental platform, is explained in the rental agreement between the asset owner and the platform.***

The maximum amount to be paid for a direct damage claim settlement for any one rental asset transaction is \$5,000 (US Dollars) per claim, even if the rental asset has a confirmed asset valuation greater than \$5,000 (USD).

Note: minimum deductible per claim is \$25.00 (USD)

4. The renter is financially responsible for the 10% deductible or \$25.00 USD per claim, whichever is the larger amount. The maximum credit card hold would be \$500 for a rental asset valued at \$5,000.00. The credit card processor is responsible to perform a "holdback" on the renter's credit card equal to 10% of the rental asset value at the time of accepting payment for the rental transaction. The platform receives payment for the deductible from the credit card processor, which will hold that money on their system. The amount is on hold until the rental transaction is completed without a claim or, in the event of a claim, the hold back is paid by the credit card processor to the platform.

C. Rental Asset Valuation – related to the Direct Physical Damage Protection Plan

The rental asset valuation is used as the basis for calculating the fee the renter will pay for the Direct Physical Damage Protection Plan which is included as a part of the rental transaction fee to cover the cost of direct physical damage, theft, or mysterious disappearance of the rental asset during the confirmed rental period.

1. Subject to the policy conditions, the platform is insured by the Pacific Insurance company (subsidiary of the Hartford) for direct physical damage to the rental asset (only covering assets not specifically excluded in Exhibit A), during a confirmed rental transaction. Be sure to read and ask any questions about coverages with the retail agent Brady Grove of the Hartman Insurance Agency, State College, PA. See your policy for details.
2. The platform does offer the owner of the rental asset during an approved rental transaction, a Personal Property Protection Plan (PPPP) (a non-insurance product). The terms and conditions of the PPPP are shown in the rental agreement between the asset owner and the platform.

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However, if the asset is damaged, lost or stolen during an approved rental transaction, the platform will reimburse the claimant after receiving payment from the loss fund along with any money held by the asset renter's credit card to complete the claim payment. The PPPP does not provide any protection before the rental period starts and there is no protection after the rental transaction ends.

3. The owner of the rental asset will be asked to state the value to replace the rental asset at the time of listing the asset for rental on the platform. The rental platform will confirm or disagree with the owner's valuation or present an alternative asset valuation, for replacement value.
4. The platform (using the ShareTempus App) searches the internet to confirm replacement cost of the designated rental asset, or the value of similar asset. **The valuation of the rental asset from the internet search will be the valuation used in processing any claim and overrides the valuation provided by the asset owner at the time of listing the asset for rental.**
5. The owner of the rental asset should learn as soon as possible, of the asset valuation determined by the rental platform. If the asset owner disagrees with the valuation they have the option to withdraw the rental asset from the asset sharing platform **before** any rental transactions start.
6. The platform is not providing insurance to the asset owner or the asset renter. Instead, the rental agreement with the rental asset owner provides a reimbursement plan to the asset owner [or in some cases the asset renter]. This creates an obligation for the platform, which it has insured for its own protection. Thus, the platform is responsible for any loss or damage to an item while it is being rented, subject to the terms of the agreement. Share Tempus is retained by the Hartford for TPA services for direct physical damage claims only.

The Personal Property Protection Plan (PPPP) is **activated** when:

1. The rental transaction is validated by the platform and payment approved by the credit card processor; and
2. The renter has accepted and taken custody / possession of the rental asset, also known as the exchange.

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The Personal Property Protection Plan (PPPP) is **deactivated** when:

1. The rental transaction ends when the rental asset exchange occurs at the end of the rental period. The renter releases custody of the rental asset and the asset owner accepts possession of the rental asset.
2. The platform, the owner or the renter can initiate a claim under the Personal Property Protection Plan (PPPP) by going to the claims section on the platform's website. This will activate the claim "chatbot" and initiate the claims process as described below.

D. **Some important information to note about the Claims Process:** Any of the entities involved in the rental transaction can file a direct damage personal property claim by going to the sharing economy website and using the platform claim chatbot **within 24 hours** of the end of the rental period.

1. Notice of claim has the potential to be made by the renter, owner and or platform via the Claims Chatbot on the website for the platform. First notice of claim is very important.
2. The notification will establish first notice of claim. The claims chatbot will ask a series of questions about the claim. The claim notification will request:
 - a) the date, time, location, and the names of all individuals who were part of the rental transaction;
 - b) a description of what happened;
 - c) where the incident occurred;
 - d) who was present when the incident occurred? Provide witness statements if possible and upload the witness statements to the claim chatbot on the rental platform;
 - e) on whose behalf are you making the claim and the phone number of the claimant? The phone number is important to allow the claims adjuster is able to contact anyone involved later, to ask any additional questions; and
 - f) provide photos and or video of the damage(s) and upload the images to the claim chatbot.
3. If the rental asset is stolen or missing, the renter is responsible for notifying the local police and obtaining an incident number from the police that received the notification of the lost rental asset. The claims chatbot will request a copy of the police report from the police station notified where the disappearance occurred.

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4. The claims chatbot will also assign a platform claim number and notify the claims adjuster. You will be potentially contacted by the claims adjuster who will be handling the claim.
5. If the claim is confirmed as a valid claim, as determined by the platform or claims adjuster acting on behalf of the platform, the owner of the rental asset will be paid by the platform via a transaction processed by the credit card processor for the rental transaction to the asset owner's credit card.
6. For a valid claim, the platform, as the insured, will be paid 90% of the confirmed asset value or the claim value, whichever is less, by the insurance company that provides direct physical damage coverage to the rental platform. The other 10% of the asset value or claim amount (or \$25.00 whichever is larger) is paid to the platform by the credit card processor from the "holdback" on the renter's credit card.
7. The platform will then have the full amount of the rental asset to credit to the claimant in the event of an approved claim from a valid damage, loss, or theft. After receipt of the funds, it becomes the platform's responsibility to process the payment/credit to the asset owner **within 48 hours**.
8. The renter has the potential to be paid by the platform for approved expenses incurred during an approved rental period for fixing or replacing broken or damaged parts to the rental asset. In order to be reimbursed for these expenses, the renter must first seek pre-approval by following the steps listed below, before initiating any fixes/replacements to the asset.
 - a. The renter must contact the platform at the contact information in your agreement to notify the platform that there is an issue and provide as much detail as possible including contact information and location. The platform can contact ShareTempus to determine how to proceed for a repair situation.
 - b. The claims adjuster could ask for details such as photos of the damage, if there is a repair or parts shop nearby, if the renter has received an estimate, etc.
 - c. The claims adjuster will determine if the estimate is reasonable and the will approve or reject the repairs. The payment to the renter for approved expenses is subject to the financial impact of the 10% of the asset value or \$25.00 whichever amount is larger.
 - d. For example, if a bicycle is damaged during an approved rental transaction, and the renter has received prior approval, the renter has the ability to submit a copy of the invoice for the repair, photos of the damage, photo of invoice for replacement parts and labor to initiate a

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claim. Note: This applies only to damage to the asset during the rental period and not for normal wear and tear of the asset being used.

- e. For any confirmed PPPP claim that is settled with a payment resulting from damage to the owner's asset incurred during a rental transaction, the asset owner will be required to sign a settlement agreement indemnifying the insurer against subsequent claims for the same incident
9. When a claim is denied, the platform will receive notification from the claims adjuster giving reasons for the denial. The platform is then responsible for notifying the owner that the claim was denied and the reason(s) for denial. It is important that, in doing so, the platform refers to the contract with the owner and not to the insurance policy, which insures the platform and not the owner.
 10. It is important for the platform and the owner of rental assets to understand the importance of the valuation of the rental asset posted for rental at the platform website, as this has an impact on the settlement amount in the event of a claim. Any party to these rental transactions accepts that when a rental asset is turned over to another in any part of the rental process that the item is in good working condition.

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Exhibit A

Items that are excluded under this program are as follows:

- Aircraft of any kind including items with an FAA identification number
- Powered watercraft of any kind (including boats and jet skis)
- Autos of any kind (including cars, trucks, snowmobiles, all-terrain vehicles, RV's or anything else motorized)
- Firearms or Weapons
- People or animals
- Chain saws¹
- Medical Devices
- Alcohol, tobacco, guns, drugs and drug paraphernalia
- Illegal items, items promoting illegal activity and highly regulated items
- Internationally regulated items
- Pornography and mature content
- Items that violate third party intellectual property rights
- Heavy Construction Related Equipment

¹IMPORTANT:

Under the **General Liability** portion of the Platform's policy, exposed blades of any type are **excluded from coverage**. Please refer to your policy terms and conditions and contact the Hartman Insurance Group with any questions.