



# CampKeeper Insurance Program



UPDATED APR 30, 2020

# Coverage

What is CampKeeper Protection Insurance? The CampKeeper Protection Insurance Program (“CPI Program”) covers CampKeepers if they have legal liability for bodily injury or property damage to campers, or others, as a result of an event that happens during a camper’s stay at a covered campsite. It is a general commercial liability coverage policy. The CPI Program does not provide coverage for damage or loss to the CampKeeper’s own property or accommodation. The CPI Program provides coverage through a policy issued by Catlin Specialty Insurance Company, an underwriter rated “A” by A.M. Best, an insurance rating agency that has been designated as a Nationally Recognized Statistical Rating Organization by the National Association of Insurance Commissioners. There is no additional cost to CampKeepers for participation in the CPI Program and coverage is automatic. By registering a listing on the Tentrr website, you immediately become an Additional Insured under the CPI Program and do not need to sign any contract or agreement. Coverage under the CPI Program is primary. This means that it isn’t necessary for CampKeepers to make claims against their Homeowner’s or Rental Insurance before getting coverage for a claim under the CPI Program unless the insurance provided by the CPI program would be in excess of insurance that would be valid and collectible by the CampKeeper. However, since most homeowner’s insurance policies specifically exclude commercial activity, CPI is the primary insurance related to claims arising from a camper stay at covered campsite. See below for information on how to report claims under the CPI Program. When does the policy begin and end? The current term of the policy underlying the CPI Program began on May 1, 2019 and ends May 1, 2020. We will update this information if there are any changes to the CPI Program as a result of the policy renewal in April, 2018, as soon as it becomes available.

# Eligibility

Eligible for coverage: CampKeepers are covered under the CPI Program if the incident that results in legal liability for either a bodily injury or property damage claim arises during a guest's stay at the CampKeeper' Tentrr campsite, which occurred during the rental period.

## 1. Campsite

A Campsite is a designated camping spot installed by Tentrr on residential or other property that is owned or controlled by a CampKeeper and listed on Tentrr.

## 2. CampKeeper

CampKeeper is a person or entity who lists their Campsite on Tentrr. CampKeeper also includes a person providing CampKeeper-related services on behalf of the CampKeeper, including full or part time staff, family members and others. Anyone otherwise living at the property on which the Campsite is located is included as an additional insured to the extent of claims brought against the CampKeeper.

## 3. Tentrr Stay

A Tentrr Stay begins on the check in date and ends on the checkout date from the Campsite. There must be an actual Tentrr Stay in order for the coverage to apply; cancelled Tentrr Stays and no-show situations are not entitled to coverage.

What locations are covered: Covered locations are Campsites (residential or other property "location") which are:

- Owned or controlled by the "CampKeeper";
- Listed on the Tentrr website; and
- Booked and occupied by a third party using the Tentrr website who has consented to the Tentrr terms of service

### Limits of liability:

USD \$1,000,000 each occurrence, with a total limit available of USD \$2,000,000 during the CPI Program policy term (generally an annual term).

### What is covered under the CPI Program?

Coverage applies to claims for bodily injury or property damage where the CampKeeper has legal liability.

# Exclusions

## **What are the main items excluded from the CPI Program?**

The CPI Program excludes:

Assault and battery – any loss or expense caused by, arising out of, or resulting directly or indirectly, in any way from assault and/or battery of any person committed by or alleged to have been committed by any insured.

Communicable disease – any loss or damage arising out of the actual or alleged transmission of a communicable disease.

Contractual liability – liability for injury or damage where the insured is obligated to pay damages they have assumed in a contract or agreement. This exclusion doesn't include legal liability the insured would have without a contract or agreement.

Cross suits – any claims brought by one insured against another.

Distribution of material in violation of statutes – injury or damage arising directly or indirectly out of any action or omission that violates or is alleged to violate any statute, ordinance or regulation, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Electronic data – damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

Employment related practices – any bodily injury arising out of refusal to employ a person; termination of a person's employment; or and employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person. This exclusion applies whether the injury-causing event occurs before employment, during employment or after employment of that person, and whether the insured may be liable as an employer or in any other capacity.

Expected or intended injury – injury or damage the insured intended to happen, or should have expected to happen. For example, if a CampKeeper were to deliberately destroy property of a guest, this coverage wouldn't apply, even if the CampKeeper were legally responsible for that damage.

Liquor liability – injury or damage for which any insured may be held liable because they provided alcoholic beverages to a person under the legal drinking age or under the influence of alcohol

## Exclusions (cont)

Violated any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages. This exclusion only applies if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Nuclear risks – any loss or damage resulting from the hazardous properties of nuclear material.

Land Subsidence – injury or damage resulting from land which caves in, collapses, or otherwise sinks whether from natural or man-made causes or a combination of the two.

Personal and advertising injury – losses, including consequential bodily injury that arise out of claims, such as:

- false arrest, detention or imprisonment
- malicious prosecution
- wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a Campsite that a person occupies, committed by or on behalf of its owner
- oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services
- oral or written publication, in any manner, of material that violates a person's right of privacy
- use of another's advertising idea in your advertisement
- infringing upon another's copyright, trade dress or slogan in your "advertisement."

Pollution – injury or damage arising from pollutants of any kind.

Punitive or exemplary damages – punitive or exemplary damages, fines or penalties, except where such damages are insurable by law.

Sexual assault – any loss or expense caused by, arising out of, or resulting directly or indirectly, in any way from sexual abuse or molestation of any person committed by or alleged to have been committed by any Insured.

War – injury or damage arising, directly or indirectly, out of:

- war, including undeclared or civil war
- 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.

Bodily injury to any of your employees (or any of their family members) arising out of their employment by you or performing duties related to the conduct of your business. This exclusion applies whether the insured may be liable as an employer or in any other capacity.

# Claims

## Claims:

Please notify Tentr immediately at [hello@tentr.com](mailto:hello@tentr.com) if you become aware of any bodily injury or property damage that has happened that may be a subject to coverage under this policy.

## Disclaimer:

This CPI Program summary does not contain the full terms and conditions, which can be found in the policy document. A copy of the full policy may be made available on request.