

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT**

### **DEFINITIONS**

- A.** The following definitions are added:
- 1.** "Home-sharing host activities" means:
    - a.** The:
      - (1)** Rental or holding for rental; or
      - (2)** Mutual exchange of services; of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
    - b.** Any other related property or services made available by an "insured" for use during such:
      - (1)** Rental; or
      - (2)** Mutual exchange of services; except those property or services provided by another party.
  - 2.** "Home-sharing network platform" means an online-enabled application, web site or digital network that:
    - a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
    - b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.
  - 3.** "Home-sharing occupant" means a person, other than an "insured", who:
    - a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
    - b.** Is accompanying or staying with a person described in Paragraph **3.a.** of this provision under such "home-sharing host activities".
- B.** Definition **B.3.** "Business" is replaced by the following:
- 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
    - b.** "Home-sharing host activities"; or
    - c.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
- C.** In this Policy, the terms:
- 1.** Roomer;
  - 2.** Boarder;
  - 3.** Tenant; or
  - 4.** Guest;
- do not include a "home-sharing occupant".
- ### **SECTION I – PROPERTY COVERAGES**
- C. Coverage C – Personal Property**
- Paragraphs **f.** and **g.** of **4. Property Not Covered** are replaced by the following:
- We do not cover:
- f.** Property of:
- (1)** A "home-sharing occupant";
  - (2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and

- (3) Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**g. Property in:**

- (1) A space while rented or primarily held for rental to a "home-sharing occupant"; or
- (2) Subject to Paragraph **C.4.g.(1)**, property in an apartment regularly rented or held for rental to others by an "insured" except as provided in **E.10. Landlord's Furnishings** under Section **I – Property Coverages**;

The following provision is added to **4. Property Not Covered**:

We do not cover property used primarily for "home-sharing host activities".

**D. Coverage D – Loss Of Use**

Paragraph **D.2. Fair Rental Value** is replaced by the following:

**2. Fair Rental Value**

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace such premises.

**SECTION I – PERILS INSURED AGAINST**

Paragraph **8.** is replaced by the following:

**8. Vandalism Or Malicious Mischief**

This peril does not include loss to property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if:

- a. The loss arises out of or results from "home-sharing host activities"; or
- b. The dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Paragraph **9.** is replaced by the following:

**9. Theft**

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

- b. This peril does not include loss caused by theft:

- (1) Committed by an "insured";
- (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured";
- (4) That occurs off the "residence premises" of:
  - (a) Trailers, semitrailers and campers;
  - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
  - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss; or
- (5) If such loss arises out of or results from "home-sharing host activities".

**SECTION II – EXCLUSIONS**

Exclusion **E.2.** is replaced by the following:

Coverages **E** and **F** do not apply to the following:

**2. "Business"**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. With respect to other than "home-sharing host activities", this Exclusion **E.2.** does not apply to:
  - (1) The rental or holding for rental of an "insured location":
    - (a) On an occasional basis if used only as a residence;

- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

**G. Coverage F – Medical Payments To Others**

Exclusion **G.4.** is replaced by the following:

Coverage **F** does not apply to "bodily injury":

- 4. To:
  - a. A "home-sharing occupant"; or
  - b. Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

The following provision is added:

**Personal Injury Coverage**

If the Personal Injury Coverage endorsement is made a part of this Policy, Exclusion **1.g.** is replaced by the following:

This insurance does not apply to:

- 1. "Personal injury":
  - g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

With respect to other than "home-sharing host activities", this exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location":
  - (a) On an occasional basis if used only as a residence;
  - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

All other provisions of this Policy apply.

Specimen