

August 24, 2018

CIRCULAR LETTER TO ALL MEMBER COMPANIES

Re: CORRECTION - Homeowners Policy Program –
Introduction of Home-sharing and Unmanned Aircraft,
Assignment of Benefits and Reasonable Repairs

By Circular Letter to All Member Companies P-18-5 dated June 6, 2018, the Rate Bureau announced revisions to the Homeowners Policy Program. It has been brought to our attention that several endorsements contain references to the incorrect base policy form.

An Explanatory Memorandum of changes along with corrected copies of those endorsements are attached for your convenience.

All NC forms, endorsements and manual rules and rates pertaining to Home-sharing, Unmanned Aircraft and Assignment of Benefits and Reasonable Repairs may be obtained from the updated links below. These will also be available on ISOnet by the end of August, 2018.

[Homeowners Forms and Endorsements](#)

[Homeowners Manual for Rules and Rates](#)

These changes become effective in accordance with the following Rule of Application:

These changes are applicable to all new and renewal policies becoming effective on or after January 1, 2019.

Please see to it that this circular is brought to the attention of all interested personnel in your company.

Sincerely,

Andy Montano

Director, Personal Lines

AM:ko
Attachments
P-18-11

North Carolina Homeowners Forms Filing Amended

About This Filing

This filing amends Home-sharing Host Activities Amendatory and Broadened Home-sharing Host Activities Amendatory Endorsements – North Carolina.

Revised Form

We are revising the following forms:

- ◆ **HO 32 43 01 19** - Home-sharing Host Activities Amendatory Endorsement - North Carolina
- ◆ **HO 32 44 01 19** - Home-sharing Host Activities Amendatory Endorsement - North Carolina
- ◆ **HO 32 45 01 19** - Home-sharing Host Activities Amendatory Endorsement - North Carolina
- ◆ **HO 32 48 01 19** - Home-sharing Host Activities Amendatory Endorsement - North Carolina
- ◆ **HO 32 49 01 19** - Home-sharing Host Activities Amendatory Endorsement - North Carolina
- ◆ **HO 32 51 01 19** - Home-sharing Host Activities Amendatory Endorsement - North Carolina
- ◆ **HO 32 52 01 19** - Broadened Home-sharing Host Activities Coverage Endorsement - North Carolina
- ◆ **HO 32 53 01 19** - Broadened Home-sharing Host Activities Coverage Endorsement - North Carolina
- ◆ **HO 32 58 01 19** - Broadened Home-sharing Host Activities Coverage Endorsement - North Carolina
- ◆ **HO 32 59 01 19** - Broadened Home-sharing Host Activities Coverage Endorsement - North Carolina
- ◆ **HO 32 60 01 19** - Broadened Home-sharing Host Activities Coverage Endorsement - North Carolina
- ◆ **HO 32 61 01 19** - Broadened Home-sharing Host Activities Coverage Endorsement - North Carolina

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the form submitted in the original filing. Concurrent with implementation, the **01 19** edition will supersede the prior edition.

Background

In the original submission of this filing ,we introduced several endorsements related to Home-Sharing Host Activities to be used in conjunction with the Homeowners Policy Program.

Upon further review, we are amending our filing to remove the “business” exclusion under Section II – Exclusions of each of the endorsements.

Explanation of Changes

In NCRB forms filing NCRI-131294211, the “business” exclusion which appears in Section II – Exclusions was updated in form HO 32 32, Special Provisions – North Carolina. As a result, we are amending the Home-sharing Host Activities Amendatory Endorsement – North Carolina and the Broadened Home-sharing Host Activities Coverage Endorsement – North Carolina to delete the exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT – NORTH CAROLINA

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. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT – NORTH CAROLINA

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. 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

A. Coverage A – Dwelling And Coverage B – Other Structures

Paragraph **A.2.c.(3)** is replaced by the following:

(3) Theft:

- (a) If such loss arises out of or results from "home-sharing host activities"; or
- (b) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

Paragraph **A.2.c.(4)** is replaced by the following:

- (4) Vandalism and malicious mischief, 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;

B. Coverage C – Personal Property

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

8. Vandalism Or Malicious Mischief

This peril does not include loss caused by vandalism or malicious mischief to property arising out of or resulting from "home-sharing host activities".

Paragraph **B.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;~~

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT – NORTH CAROLINA

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. 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

~~AC~~. 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 **~~AC~~.4.g.(1)**, property in an apartment regularly rented or held for rental to others by an "insured".

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

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

~~BD~~. Coverage D – Loss Of Use

Paragraph **~~BD~~.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;~~

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT – NORTH CAROLINA

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. 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

We do not insure, however, for loss:

A. Under Coverages A, B and C:

Paragraph **A.2.c.** is replaced by the following:

c. Theft:

- (1) If such loss arises out of or results from "home-sharing host activities"; or
- (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;

B. Under Coverages A and B:

Paragraph **B.1.** is replaced by the following:

1. Caused by vandalism and malicious mischief, 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;

Section **C.** is replaced by the following:

C. Under Coverage C caused by:

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.
However, there is coverage for breakage of the property by or resulting from:
 - a. Fire, lightning, windstorm, hail;
 - b. Smoke, other than smoke from agricultural smudging or industrial operations;
 - c. Explosion, riot, civil commotion;
 - d. Aircraft, vehicles, vandalism and malicious mischief;
 - e. Collapse of a building or any part of a building;
 - f. Water not otherwise excluded;
 - g. Theft or attempted theft; or
 - h. Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (1) A steam or hot water heating system;
 - (2) An air conditioning or automatic fire protective sprinkler system; or
 - (3) An appliance for heating water;

2. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
5. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage **C** not precluded by any other provision in this Policy is covered; or
6. Vandalism or malicious mischief to property arising out of or resulting 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;~~

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT – NORTH CAROLINA

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. 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

BC. 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 **BC.4.g.(1)**, property in an apartment regularly rented or held for rental to others by an "insured".

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

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

CD. Coverage D – Loss Of Use

Paragraph **CD.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 which pertains to 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 building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building 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 "residence premises" under construction, or of materials and supplies for use in the construction until the "residence premises" 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 away from the "residence premises" or the location of 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;~~

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME-SHARING HOST ACTIVITIES AMENDATORY ENDORSEMENT – NORTH CAROLINA

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. 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";

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"; or
 - (5) If such loss arises out of or results from "home-sharing host activities".
- c. Personal property contained in any bank, trust or safe deposit company, public warehouse or self-storage facility will be considered on the "residence premises".
- d. Our liability will not be more than \$1,000 in any one loss caused by theft.

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;~~

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT – NORTH CAROLINA

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. 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

B. Coverage B – Other Structures

With respect to the coverage provided by this endorsement, Paragraphs **B.2.b.** and **B.2.c.** are replaced by the following:

2. We do not cover:
 - b. Other structures rented or held for rental to any person other than a:
 - (1) "Home-sharing occupant"; or
 - (2) Tenant of the dwelling; unless used solely as a private garage;
 - c. Other structures from which any "business" is conducted, except structures used primarily for "home-sharing host activities"; or

C. Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is 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";

D. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or
- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:
 - (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
 - (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

E. Additional Coverages

Paragraph **E.10. Landlord's Furnishings** is replaced by the following:

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against, other than Theft.

This coverage includes, but is not limited to, loss to appliances, carpeting and other household furnishings which results from "home-sharing host activities".

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

SECTION I – PERILS INSURED AGAINST

With respect to the coverage provided by this endorsement, Paragraph **9.b.(3)** is replaced by the following:

9. Theft

- b. This peril does not include loss caused by theft:
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than:
 - (a) Another "insured"; or
 - (b) A "home-sharing occupant".

However, we will not pay, under this Provision **b.(3)(b)**, for loss by theft of:

- (i) Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;

- (ii) Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- (iii) Jewelry, watches, furs, precious and semiprecious stones; or

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

1. If a loss covered by this Policy is also covered by:
 - a. Other insurance, except insurance provided by a "home-sharing network platform", we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, protection plan or guarantee, except a service agreement, protection plan or guarantee provided by a "home-sharing network platform", this insurance is excess over any amounts payable under any such agreement.
2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:
 - a. Other insurance;
 - b. A service agreement;
 - c. A protection plan; or
 - d. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.
3. As used in this Paragraph **G.**:
 - a. A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
 - b. A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

~~With respect to the coverage provided by this endorsement, Exclusion E.2. is replaced by 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. This Exclusion E.2. does not apply to:~~

~~(1) "Home-sharing host activities";~~

~~(2) With respect to other than "home-sharing host activities":~~

~~(a) The rental or holding for rental of an "insured location":~~

~~(i) On an occasional basis if used only as a residence;~~

~~(ii) 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~~

~~(iii) In part, as an office, school, studio or private garage; and~~

~~(b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;~~

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **C. Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

1. We will pay, at replacement cost, up to:

a. \$1,000; or

b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;

whichever is greater, per "occurrence", for "property damage" to property of others:

a. Caused by an "insured"; and

b. Arising out of "home-sharing host activities".

2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business", other than "home-sharing host activities", engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion e.(3) does not apply to a "motor vehicle" that:

 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph H. **Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".
2. Subject to Paragraph H.1., excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

3. As used in this Paragraph H., a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

1. Rental agreements or contracts entered into by an "insured"; and
2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

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".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;
 - (ii) 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
 - (iii) In part, as an office, school, studio or private garage; and

(b) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT – NORTH CAROLINA

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. 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

B. Coverage B – Other Structures

With respect to the coverage provided by this endorsement, Paragraphs **B.2.b.** and **B.2.c.** are replaced by the following:

2. We do not cover:
 - b. Other structures rented or held for rental to any person other than a:
 - (1) "Home-sharing occupant"; or
 - (2) Tenant of the dwelling; unless used solely as a private garage;
 - c. Other structures from which any "business" is conducted, except structures used primarily for "home-sharing host activities"; or

C. Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is 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";

D. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or
- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:
 - (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
 - (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

E. Additional Coverages

Paragraph **E.10. Landlord's Furnishings** is replaced by the following:

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than Theft.

This coverage includes, but is not limited to, loss to appliances, carpeting and other household furnishings which results from "home-sharing host activities".

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

SECTION I – PERILS INSURED AGAINST

B. Coverage C – Personal Property

With respect to the coverage provided by this endorsement, Paragraph **9.b.(3)** is replaced by the following:

9. Theft

- b. This peril does not include loss caused by theft:
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than:
 - (a) Another "insured"; or
 - (b) A "home-sharing occupant".

However, we will not pay, under this Provision **b.(3)(b)**, for loss by theft of:

- (i) Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;

- (ii) Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- (iii) Jewelry, watches, furs, precious and semiprecious stones; or

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

1. If a loss covered by this Policy is also covered by:
 - a. Other insurance, except insurance provided by a "home-sharing network platform", we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, protection plan or guarantee, except a service agreement, protection plan or guarantee provided by a "home-sharing network platform", this insurance is excess over any amounts payable under any such agreement.
2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:
 - a. Other insurance;
 - b. A service agreement;
 - c. A protection plan; or
 - d. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.
3. As used in this Paragraph **G.**:
 - a. A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
 - b. A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, Exclusion E.2. is replaced by 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. This Exclusion E.2. does not apply to:~~

~~(1) "Home-sharing host activities";~~

~~(2) With respect to other than "home-sharing host activities":~~

~~(a) The rental or holding for rental of an "insured location":~~

~~(i) On an occasional basis if used only as a residence;~~

~~(ii) 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~~

~~(iii) In part, as an office, school, studio or private garage; and~~

~~(b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;~~

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **C. Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

1. We will pay, at replacement cost, up to:

a. \$1,000; or

b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;

whichever is greater, per "occurrence", for "property damage" to property of others:

a. Caused by an "insured"; and

b. Arising out of "home-sharing host activities".

2. We will not pay for "property damage":
- a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business", other than "home-sharing host activities", engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion e.(3) does not apply to a "motor vehicle" that:

 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph H. **Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

- 1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".
- 2. Subject to Paragraph H.1., excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

- 3. As used in this Paragraph H., a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

- 1. Rental agreements or contracts entered into by an "insured"; and
- 2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

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".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;
 - (ii) 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
 - (iii) In part, as an office, school, studio or private garage; and

(b) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT – NORTH CAROLINA

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. 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

AC.Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is 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";

BD. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **BD.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or
- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:
 - (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
 - (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

SECTION I – PERILS INSURED AGAINST

With respect to the coverage provided by this endorsement, Paragraph **9.b.(3)** is replaced by the following:

9. Theft

- b. This peril does not include loss caused by theft:
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than:
 - (a) Another "insured"; or
 - (b) A "home-sharing occupant".

However, we will not pay, under this Provision **b.(3)(b)**, for loss by theft of:

- (i) Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- (ii) Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- (iii) Jewelry, watches, furs, precious and semiprecious stones; or

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

1. If a loss covered by this Policy is also covered by:
 - a. Other insurance, except insurance provided by a "home-sharing network platform", we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, protection plan or guarantee, except a service agreement, protection plan or guarantee provided by a "home-sharing network platform", this insurance is excess over any amounts payable under any such agreement.
2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:
 - a. Other insurance;
 - b. A service agreement;
 - c. A protection plan; or
 - d. A guarantee;provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.

3. As used in this Paragraph G.:
- a. A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
 - b. A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

~~With respect to the coverage provided by this endorsement, Exclusion E.2. is replaced by 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. This Exclusion E.2. does not apply to:~~

- ~~(1) "Home-sharing host activities";~~
- ~~(2) With respect to other than "home-sharing host activities":~~
 - ~~(a) The rental or holding for rental of an "insured location":~~
 - ~~(i) On an occasional basis if used only as a residence;~~
 - ~~(ii) 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~~
 - ~~(iii) In part, as an office, school, studio or private garage; and~~
 - ~~(b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;~~

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph C. **Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

- 1. We will pay, at replacement cost, up to:
 - a. \$1,000; or
 - b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;
 whichever is greater, per "occurrence", for "property damage" to property of others:
 - a. Caused by an "insured"; and
 - b. Arising out of "home-sharing host activities".
- 2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business", other than "home-sharing host activities", engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
 This Exclusion e.(3) does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **H. Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".
2. Subject to Paragraph **H.1.**, excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.
3. As used in this Paragraph **H.**, a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

1. Rental agreements or contracts entered into by an "insured"; and
2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

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".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;
 - (ii) 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
 - (iii) In part, as an office, school, studio or private garage; and
 - (b) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT – NORTH CAROLINA

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. 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

B. Coverage B – Other Structures

With respect to the coverage provided by this endorsement, Paragraphs **B.2.b.** and **B.2.c.** are replaced by the following:

2. We do not cover:
 - b. Other structures rented or held for rental to any person other than a:
 - (1) "Home-sharing occupant"; or
 - (2) Tenant of the dwelling; unless used solely as a private garage;
 - c. Other structures from which any "business" is conducted, except structures used primarily for "home-sharing host activities"; or

C. Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is 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";

D. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or
- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:
 - (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
 - (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

E. Additional Coverages

Paragraph **E.10. Landlord's Furnishings** is replaced by the following:

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused only by the following Perils Insured Against:

a. Fire Or Lightning

b. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

c. Explosion

d. Riot Or Civil Commotion

e. Aircraft

This peril includes self-propelled missiles and spacecraft.

f. Vehicles

g. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

h. Vandalism Or Malicious Mischief

i. Falling Objects

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

k. Accidental Discharge Or Overflow Of Water Or Steam

(1) This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

(2) This peril does not include loss:

- (a) To the system or appliance from which the water or steam escaped;
- (b) Caused by or resulting from freezing except as provided in **m. Freezing** below;
- (c) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- (d) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

(3) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

l. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

m. Freezing

(1) This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

(2) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

n. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

o. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

This coverage includes, but is not limited to, loss to appliances, carpeting and other household furnishings which results from "home-sharing host activities".

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

1. If a loss covered by this Policy is also covered by:
 - a. Other insurance, except insurance provided by a "home-sharing network platform", we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, protection plan or guarantee, except a service agreement, protection plan or guarantee provided by a "home-sharing network platform", this insurance is excess over any amounts payable under any such agreement.
2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:
 - a. Other insurance;
 - b. A service agreement;
 - c. A protection plan; or
 - d. A guarantee;provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.
3. As used in this Paragraph **G.**:
 - a. A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
 - b. A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

~~With respect to the coverage provided by this endorsement, Exclusion **E.2.** is replaced by 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. This Exclusion **E.2.** does not apply to:~~
 - ~~(1) "Home-sharing host activities";~~
 - ~~(2) With respect to other than "home-sharing host activities":~~
 - ~~(a) The rental or holding for rental of an "insured location":~~
 - ~~(i) On an occasional basis if used only as a residence;~~
 - ~~(ii) 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~~
 - ~~(iii) In part, as an office, school, studio or private garage; and~~
 - ~~(b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;~~

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **C. Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

1. We will pay, at replacement cost, up to:
 - a. \$1,000; or

- b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;

whichever is greater, per "occurrence", for "property damage" to property of others:

- a. Caused by an "insured"; and
- b. Arising out of "home-sharing host activities".

2. We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:

- (1) A "business", other than "home-sharing host activities", engaged in by an "insured";
- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion e.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph H. **Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

- 1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".

- 2. Subject to Paragraph H.1., excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

- 3. As used in this Paragraph H., a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

- 1. Rental agreements or contracts entered into by an "insured"; and
- 2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

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".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;

- (ii) 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
- (iii) In part, as an office, school, studio or private garage; and

- (b) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT – NORTH CAROLINA

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. 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

AC.Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is 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";

BD. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **BD.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or
- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:
 - (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
 - (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

SECTION I – PERILS INSURED AGAINST

Paragraph **9.b.(3)** is replaced by the following:

9. Theft

- b. This peril does not include loss caused by theft:
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than:
 - (a) Another "insured"; or
 - (b) A "home-sharing occupant".

However, we will not pay, under this Provision **b.(3)(b)**, for loss by theft of:

- (i) Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- (ii) Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- (iii) Jewelry, watches, furs, precious and semiprecious stones; or

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

1. If a loss covered by this Policy is also covered by:
 - a. Other insurance, except insurance:
 - (1) Provided by a "home-sharing network platform"; or
 - (2) In the name of a corporation or association of property owners;
- b. A service agreement, protection plan or guarantee, except:
 - (1) A service agreement, protection plan or guarantee provided by a "home-sharing network platform"; or
 - (2) A service agreement in the name of a corporation or association of property owners;

this insurance is excess over any amounts payable under any such agreement.

2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:
 - a. Other insurance;
 - b. A service agreement;

- c. A protection plan; or
- d. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.

3. Subject to Paragraphs **G.1.** and **G.2.**, if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this Policy, this insurance is:

- a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and
- b. Primary with respect to any amount of the loss covered by this Policy and not due under such other insurance or service agreement because of the application of a deductible.

4. As used in this Paragraph **G.**:

- a. A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- b. A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

~~With respect to the coverage provided by this endorsement, Exclusion E.2. is replaced by 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. This Exclusion E.2. does not apply to:~~

- ~~(1) "Home-sharing host activities";~~
- ~~(2) With respect to other than "home-sharing host activities":~~
 - ~~(a) The rental or holding for rental of an "insured location":~~
 - ~~(i) On an occasional basis if used only as a residence;~~
 - ~~(ii) 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~~
 - ~~(iii) In part, as an office, school, studio or private garage; and~~
 - ~~(b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;~~

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **C. Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

- 1. We will pay, at replacement cost, up to:
 - a. \$1,000; or
 - b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule; whichever is greater, per "occurrence", for "property damage" to property of others:
 - a. Caused by an "insured"; and
 - b. Arising out of "home-sharing host activities".
- 2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business", other than "home-sharing host activities", engaged in by an "insured";

- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion e.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph H. **Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

- 1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;

provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".

- 2. Subject to Paragraph H.1., excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.
- 3. As used in this Paragraph H., a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

- 1. Rental agreements or contracts entered into by an "insured"; and

- 2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

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".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;
 - (ii) 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
 - (iii) In part, as an office, school, studio or private garage; and
 - (b) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED HOME-SHARING HOST ACTIVITIES COVERAGE ENDORSEMENT – NORTH CAROLINA

SCHEDULE

Home-sharing Host Activities Damage To Property Of Others	
Limit Of Liability: \$	Per Occurrence
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. 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

B. Coverage B – Other Structures

With respect to the coverage provided by this endorsement, Paragraphs **B.2.b.** and **B.2.c.** are replaced by the following:

2. We do not cover:
 - b. Other structures rented or held for rental to any person other than a:
 - (1) "Home-sharing occupant"; or
 - (2) Tenant of the dwelling; unless used solely as a private garage;
 - c. Other structures from which any "business" is conducted, except structures used primarily for "home-sharing host activities"; or

C. Coverage C – Personal Property

Paragraph **f.** of **4. Property Not Covered** is 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";

D. Coverage D – Loss Of Use

With respect to the coverage provided by this endorsement, Paragraph **D.2. Fair Rental Value** is replaced by the following:

2. Lost Rental Value Of "Home-sharing Host Activities"

If an "insured" has entered into a contract or agreement with another person through the use of a "home-sharing network platform" for "home-sharing host activities" for a specified period of time, and either:

- a. A loss covered under Section I makes that part of the "residence premises" used for such "home-sharing host activities" not fit to live in during the period of time specified in such contract or agreement; or
- b. The "insured" or such other person cancels such contract or agreement, provided such cancellation takes place:
 - (1) During the period of time a National Weather Service hurricane watch or hurricane warning is in effect for any part of the state in which the:
 - (a) "Residence premises" is located; or
 - (b) Person entering into such contract or agreement with the "insured" resides; or
 - (2) Within 24 hours of the termination of such hurricane watch or hurricane warning described in Paragraph **b.(1)** of this provision;

we cover the lost rental value of the "home-sharing host activities" specified under such contract or agreement, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest period of time agreed upon for "home-sharing host activities" under such contract or agreement.

SECTION I – PERILS INSURED AGAINST

With respect to the coverage provided by this endorsement, Paragraph **9.b.(3)** is replaced by the following:

9. Theft

- b. This peril does not include loss caused by theft:
 - (3) From that part of a "residence premises" rented by an "insured" to someone other than:
 - (a) Another "insured"; or

- (b) A "home-sharing occupant".

However, we will not pay, under this Provision **b.(3)(b)**, for loss by theft of:

- (i) Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- (ii) Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or
- (iii) Jewelry, watches, furs, precious and semiprecious stones; or

SECTION I – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

- 1. If a loss covered by this Policy is also covered by:
 - a. Other insurance, except insurance provided by a "home-sharing network platform", we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
 - b. A service agreement, protection plan or guarantee, except a service agreement, protection plan or guarantee provided by a "home-sharing network platform", this insurance is excess over any amounts payable under any such agreement.
- 2. Subject to Paragraph **G.1.**, if, at the time of loss, there is:
 - a. Other insurance;
 - b. A service agreement;
 - c. A protection plan; or
 - d. A guarantee;provided by, on behalf of, or through a "home-sharing network platform" covering the same property covered by this Policy, this insurance is primary with respect to the amount due under such other insurance, service agreement, protection plan or guarantee.

3. As used in this Paragraph G.:
- a. A service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
 - b. A protection plan or guarantee means a product provided by a "home-sharing network platform" which provides property damage protection for "home-sharing host activities", even if it is characterized as insurance.

SECTION II – EXCLUSIONS

~~With respect to the coverage provided by this endorsement, Exclusion E.2. is replaced by 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. This Exclusion E.2. does not apply to:~~
 - ~~(1) "Home-sharing host activities";~~
 - ~~(2) With respect to other than "home-sharing host activities":~~
 - ~~(a) The rental or holding for rental of an "insured location":~~
 - ~~(i) On an occasional basis if used only as a residence;~~
 - ~~(ii) 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~~
 - ~~(iii) In part, as an office, school, studio or private garage; and~~
 - ~~(b) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;~~

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph C. **Damage To Property Of Others** is replaced by the following:

C. Home-sharing Host Activities Damage To Property Of Others

- 1. We will pay, at replacement cost, up to:
 - a. \$1,000; or
 - b. The Home-sharing Host Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;
 whichever is greater, per "occurrence", for "property damage" to property of others:
 - a. Caused by an "insured"; and
 - b. Arising out of "home-sharing host activities".
- 2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business", other than "home-sharing host activities", engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
 This Exclusion e.(3) does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, Paragraph **H. Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is:

1. Primary with respect to:
 - a. Other insurance;
 - b. A protection plan; or
 - c. A guarantee;provided by, on behalf of, or through a "home-sharing network platform" covering "home-sharing host activities".
2. Subject to Paragraph **H.1.**, excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.
3. As used in this Paragraph **H.**, a protection plan or guarantee means a product provided by, on behalf of, or through a "home-sharing network platform" which provides liability protection for "home-sharing host activities", even if it is characterized as insurance.

SECTIONS I AND II – CONDITIONS

The following provision is added:

Home-sharing Host Activities Verification Requirements

With respect to "home-sharing host activities", we must be provided, as often as we reasonably require, with information concerning the number of:

1. Rental agreements or contracts entered into by an "insured"; and
2. Nights the "residence premises" was occupied, in whole or in part, by "home-sharing occupants".

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".

This exclusion does not apply to:

- (1) "Home-sharing host activities";
- (2) With respect to other than "home-sharing host activities":
 - (a) The rental or holding for rental of an "insured location":
 - (i) On an occasional basis if used only as a residence;
 - (ii) 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
 - (iii) In part, as an office, school, studio or private garage; and
 - (b) 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.