MASSACHUSETTS CHANGES – LEAD POISONING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. With respect to the premises listed in the Declarations of this policy, for each "unit" on such premises for which you have either a "Letter of Interim Control" or a "Letter of Compliance", we will provide coverage under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) for liability arising out of an "occurrence" of lead poisoning, as described below.

This insurance applies to "bodily injury" which occurs during the policy period and arises out of lead poisoning from lead in a covered "unit" for which one of the following applies:

1. A "Letter of Interim Control" or a "Letter of Compliance" is in effect at the time the "bodily injury" occurs;
2. The "bodily injury" occurs within 14 days after you, or your managing agent, have been notified by an authorized lead inspector that the "unit" on your premises is not in conformance with an already existing emergency lead management plan and the "Letter of Interim Control"; or
3. The "bodily injury" occurs during any extension of the 14 day period described in paragraph 2. above, as granted by a lead poisoning control director, local code enforcement agency or board of health, or by judicial order, except no coverage is provided for "bodily injury" for which you are strictly liable under the Massachusetts Lead Law.

This insurance does not apply to "bodily injury" which is the result of your gross or willful negligence.

Subject to the General Aggregate Limit shown in the Declarations of this policy, the most we will pay for all "bodily injury" arising out of any one "occurrence" of lead poisoning shall not exceed the Each Occurrence Limit shown in the Declarations.

For each "unit" for which you obtain a "Letter of Interim Control" or a "Letter of Compliance" during the policy period, you must, as soon as practicable, notify us and provide a copy of the letter. Coverage for that "unit" shall take effect on the date the letter becomes applicable to the newly complying "unit".

B. With respect to the premises listed in the Declarations of this policy, for each "unit" for which you do not have a "Letter of Interim Control" or a "Letter of Compliance", the insurance under this policy does not apply to "bodily injury" arising out of lead poisoning from lead in such covered "unit" unless, for an additional premium, you purchased such coverage for which, if so purchased, an endorsement is attached to your policy.

C. If you are a new owner of a premises covered under this policy, and you bring such premises into conformance with the Massachusetts Lead Law within 90 days from taking title, the coverage described in paragraph A. above applies. Coverage for this period shall apply to all conforming "units" from the date you took title to the premises or from the inception date of this policy, whichever is later.

D. For the purposes of this endorsement, the DEFINITIONS Section is amended by the addition of the following:

1. "Letter of Compliance" means a Letter of Lead Abatement Compliance or its equivalent issued by a licensed governmental or private lead inspector in accordance with applicable laws and Department of Public Health regulations on lead poisoning prevention and control. A "Letter of Interim Control" is not a "Letter of Compliance".
2. "Letter of Interim Control" means a letter, other than a "letter of compliance", which has been issued by a licensed lead inspector:
   a. In accordance with the applicable laws and the Department of Public Health regulations on lead prevention and control; and
   b. In connection with an emergency lead management plan which has been established to address an urgent lead paint hazard until a "Letter of Compliance" is obtained.

3. "Unit" means:
   a. A room or set of rooms, let to an individual or household for use as living and sleeping quarters, which:
      (1) Is located in any building, premises, dwelling, or in the residential portion of such building or premises which includes both commercial and residential accommodations; and
      (2) Was constructed prior to 1978; and
   b. The common areas used in connection with such room or set of rooms.