

**Massachusetts Property Insurance Underwriting Association
2 Center Plaza, Boston, MA 02108-1904
Telephone No's: (617) 723-3800, MA Only (800) 392-6108**

**PERSONAL LIABILITY INSURANCE
LEAD POISONING EXCLUSION AND COVERAGE OPTION**

**NOTICE TO PERSONS APPLYING FOR INSURANCE
AND
NOTICE TO POLICYHOLDERS**

This is a discussion of the Massachusetts lead poisoning exclusion that may apply to the residential building or residential unit insured under the policy that you are applying for or have just received.

It gives you information about:

- the conditions that pertain to the exclusion and the availability of an option that overrides the exclusion, and
- the requirements that pertain to the optional coverage.

No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read the Policy for complete information regarding the lead poisoning exclusion and, if purchased, the Coverage for Lead Poisoning Endorsement. If there is any conflict between the policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

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1. LEAD POISONING EXCLUSION -- COVERAGE L - PERSONAL LIABILITY

- A. Coverage L in the Dwelling Personal Liability policy excludes bodily injury arising from lead poisoning caused by the presence or exposure of lead in or on a residential unit, including the common areas used in connection with such unit, that you own and rent to others.
- B. If you own a one to four family residential building or a residential condominium or cooperative unit and/or occupy a residential unit in any residential building, located in Massachusetts, the lead poisoning exclusion may not apply to you. Read the following to determine whether this is the case.
- (1) If the residential building was built in or after 1978, the exclusion does **not** apply; **the rest of this notice does not apply to you.**
 - (2) If the residential building was built before 1978 and no residential unit is rented or held for rental to others, the exclusion does **not** apply; **the rest of this notice does not apply to you.**
 - (3) If the residential building was built before 1978, and:
 - (a) one or more residential units, in the residential building, or residential units you own in the condominium or cooperative residential building is rented, or held for rental, to others; and/or
 - (b) you own and rent, or hold for rental, to others one or more other structures at the same location as the residential building described in (3)(a); and

A Letter of Interim Control or a Letter of Compliance is issued for units or other structures described in (3)(a) or (b) above, the exclusion does **not** apply to that unit or other structure, but will apply with respect to other units and/or other structures that you own and do not occupy. IT IS IMPORTANT THAT YOU LET US KNOW, AS SOON AS PRACTICABLE, THAT YOU HAVE RECEIVED A LETTER OF INTERIM CONTROL OR A LETTER OF COMPLIANCE AND THAT, UPON OUR REQUEST, YOU SEND US A COPY OF YOUR LETTER OF INTERIM CONTROL OR COMPLIANCE IF YOU HAVE NOT ALREADY DONE SO.

THROUGHOUT THIS NOTICE, A LETTER OF INTERIM CONTROL OR A LETTER OF COMPLIANCE INCLUDES ANY OTHER EQUIVALENT LETTER ISSUED BY A LEAD INSPECTOR AUTHORIZED TO DO SO UNDER THE MASSACHUSETTS LEAD LAW.

Please note, however, that if you have or obtain a Letter of Interim Control for a unit and/or other structure and it expires before you obtain a Letter of Compliance for that unit and/or other structure, THE EXCLUSION APPLIES TO THAT UNIT OR OTHER STRUCTURE UNTIL THE LETTER OF COMPLIANCE IS OBTAINED.

Send a copy of the Letter to: Massachusetts Property Insurance Underwriting
Association
2 Center Plaza, Boston, MA 02108-1904

- (4) If the residential building, other structure or condominium or cooperative unit is newly purchased by you, the exclusion does not apply during a period ending 90 days from the date you took title to such real property. However, this provision applies only if you, within 90 days of taking title to the property, obtain a Letter of Interim Control or Compliance.
 - (5) If the residential building was built before 1978, and one or more residential units are rented or held for rental to others, and you, or your managing agent, is notified by an authorized lead inspector of the need to bring any unit in the residential building into compliance with the provisions of the previously granted Letter of Interim Control, the exclusion does **not** apply to that unit for a period of 14 days, **the rest of this Notice does not apply to you with respect to that unit for a period of 14 days. After that time the exclusion applies to that unit, subject to B.(6) below.** IT IS IMPORTANT THAT YOU LET US KNOW, AS SOON AS PRACTICABLE, THAT YOU HAVE RECEIVED A LETTER OF INTERIM CONTROL AND THAT YOU SEND US, UPON OUR REQUEST, A COPY OF YOUR LETTER OF INTERIM CONTROL IF YOU HAVE NOT ALREADY DONE SO.
 - (6) If the 14 day period described in B.(5) above is extended by the lead poisoning control director, local code enforcement agency or board of health, or by judicial order, the exclusion does not apply to that unit during this extension, except that the exclusion does apply with respect to bodily injury for which you are held strictly liable under the Massachusetts Lead Law.
- C. If the conditions described in B. (1) through B. (6) above do not apply to a given unit in the residential building or other structure located in Massachusetts that you own and are renting or holding for rental to others, **then the exclusion applies to that unit.**
- D. We will reduce the premium charged for each location to which the exclusion applies because of a reduction in coverage.

2. COVERAGE OPTION AND LEAD POISONING LIMITS

- A. You may buy coverage to override the lead poisoning exclusion for all residential units for which you have not obtained a Letter of Interim Control or Letter of Compliance.
- B. (1) If this is a **NEW** or **RENEWAL POLICY** with us and you did not choose this coverage before, you may do so at any time.

(2) Unless you and we agree otherwise, if you request coverage for lead poisoning within 30 days of receipt of this NOTICE, coverage will be effective on the inception date of this policy; if your request for lead poisoning coverage is made after 30 days of your receipt of this NOTICE, coverage will become effective as of the date of your request.
- C. If this is a **RENEWAL POLICY** with us and your expiring policy has lead poisoning coverage, we have continued to provide you with this coverage for the same limit in your expiring policy, unless you have requested us to do otherwise.
- D. The minimum lead poisoning limit we offer is \$100,000 and the maximum limit is \$500,000. The lead poisoning limit can be less than, or the same as, the Coverage L limit of liability stated on the Declarations page of your policy subject to the minimum limit noted above. **It cannot be more than the Coverage E limit of liability stated on the Declarations page of your policy.**

3. MORE THAN ONE LOCATION

Only one Coverage E limit of liability and one lead liability limit will apply.

If you choose to purchase lead poisoning coverage and your policy insures, under Coverage L, two or more dwellings and/or residential units in a residential building located in Massachusetts; make sure that the locations to which Lead Liability Coverage applies are listed on Endorsement DL 24 42.

If they are not, call us at 1-800-392-6108 or notify your agent or broker and arrange for the necessary listing of locations.