

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD POISONING EXCLUSION – MASSACHUSETTS

DEFINITIONS

With respect only to the provisions of this endorsement, Paragraph **B.2.** "Bodily injury" in the form attached to this policy is replaced by the following. Also, with respect only to the provisions of this endorsement, this definition applies to Farmers Personal Liability Endorsement **HO 24 73:**

2. "Bodily injury" means bodily harm, sickness or disease arising out of lead poisoning, including required care, loss of services and death that results.

SECTION II – EXCLUSIONS

F. Coverage E – Personal Liability

The following Exclusion is added:

7. "Bodily injury":

- a. Resulting from an "insured's" gross or willful negligence; or
- b. Caused by the presence or exposure of lead in or on any of the following:
 - (1) A residential unit, including common areas used in connection with such unit, that is rented, or held for rental, to others, in any one to four family residential building built before 1978, provided that the building is owned by an "insured";
 - (2) A residential unit, including common areas used in connection with such unit, in any condominium or cooperative residential building built before 1978, provided that such unit is owned by an "insured" and rented, or held for rental, to others;
 - (3) Any other structure owned by an "insured" and rented, or held for rental, to others which is at the same location as any residential building described in **b.(1)** or **(2)** above; or
 - (4) Appliances, furnishings and fixtures, other than plumbing fixtures, owned by an "insured" and rented, or held for rental, to others and contained in or on a residential building or other structure described in **b.(1)**, **(2)** or **(3)** above.

(This is Exclusion **10.** in Endorsement **HO 24 73**)

Exclusion **7.b.** above does not apply to:

1. "Bodily injury" which occurs on or after the date a lead inspector, authorized to do so under the Massachusetts Lead Law, issues:
 - a. A Letter of Interim Control or its equivalent. However, this exception to Exclusion **7.b.** applies only to such covered unit(s), or to such other covered property, to which the letter applies and only for the period of time such letter is in effect; or
 - b. A Letter of Compliance or its equivalent. However, this exception to Exclusion **7.b.** applies only to such covered unit(s), or to such other covered property, to which the letter applies; or
2. "Bodily injury" which occurs within 14 days after an "insured", or a managing agent for an "insured", is notified by an authorized lead inspector of the need to bring any of the property, described in **7.b.** above, into compliance with the provisions of the Letter of Interim Control;
3. "Bodily injury" which occurs within any extension to the 14 day period described in **2.** above, which is granted by the lead poisoning control director, local code enforcement agency or board of health, or by judicial order, except "bodily injury" for which an "insured" is strictly liable under the Massachusetts Lead Law; or
4. "Bodily injury" which occurs because of exposure to lead which exposure occurs during a period ending 90 days from the date an "insured" took title to the real property described in **7.b.** above if such "bodily injury" is caused by the presence or exposure of lead in or on that real property. However, this exception to Exclusion **7.b.** applies only if an "insured", within 90 days from taking title, complies with the requirements of the Massachusetts Lead Law that apply to new owners.

You agree to let us or our agent know, as soon as practicable, when you receive a Letter of Interim Control or a Letter of Compliance, or the equivalent, and to provide us with a copy of such letter, upon our request.

All other provisions of this policy apply.