

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HABITABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following is added as an item to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

This insurance does not apply to:

Habitability

Any claim or "suit" alleging "bodily injury", "property damage", or "personal and advertising injury" arising out of or in any way involving, directly or indirectly, any actual or alleged:

- (1) Lack of "habitable living conditions" or failure to provide sufficient maintenance or repair of any "habitational unit", including, but not limited to, the intentional, unintentional, or negligent breach or violation of any of the following:
 - (a) Judicial decisions including common law rulings, whether general or relating to the involved "habitational unit";
 - (b) Civil codes;
 - (c) Health and safety codes;
 - (d) Housing and Urban Development laws, regulations, ordinances, or statutes;
 - (e) Rent stabilization laws, regulations, ordinances, or statutes;
 - (f) Section 8 housing programs, or other federal, state, or local government subsidized housing programs;
 - (g) Any other building code, building ordinance, or building statute;
 - (h) Breach of any lease or rental agreement arising out of, or related to, directly or indirectly, the "habitable living conditions" of any "habitational unit";
 - (i) Breach of any warranty or covenant to maintain the "habitable living conditions" of any "habitational unit";
 - (j) Administrative rules or regulations pertaining to Paragraphs **(1)(a)** through **(1)(i)** above or any of those promulgated by local municipalities;
- (2) Wrongful eviction, constructive wrongful eviction, wrongful entry into, or invasion of the right of private occupancy, or violation, breach, or intrusion of one's right or covenant of quiet enjoyment of any "habitational unit" arising out of Paragraph **(1)** above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured.

B. The following definitions are added to **SECTION V – DEFINITIONS**:

"Habitable living conditions" means safe, sanitary, healthy, habitable, or tenantable conditions of any "habitational unit".

"Habitational unit" means any room, unit, apartment, condominium, townhome, loft, cooperative, dwelling, site, premises, or location used as a residence.

All other terms and conditions remain unchanged.