

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD LIABILITY EXCLUSION – MAINE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A.** The following is added to Paragraph **B.**, Exclusions of **Section II. - Liability**:

**1. Applicable To Business Liability Coverage– Lead Exclusion**

**a.** With regard to any dwelling premises, residential child-occupied facility, child care facility, premises of a family child care provider or nursery school, this policy does not apply to "bodily injury" to a person, caused by an occurrence of lead poisoning, starting:

1. 31 days or more after either the State of Maine Department of Human Services or a lead inspector licensed by that department has given notice of the existence of an environmental lead hazard to either an "insured" or any person authorized to enter into a residential rental agreement on behalf of an "insured" and ordered that the lead- based substances at the "insured location" be removed, replaced or securely and permanently covered within 30 days of receipt of the notice; or
2. Upon expiration of an extension of that order granted either by the Department of Human Services or a lead inspector licensed by that department.

This exclusion does not apply to "bodily injury" that starts after the Department of Human Services states that the environmental lead hazard described in the notice no longer exists.

**2. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Lead Exclusion**

**a.** With respect to all insured premises or operations not described in Section A.1 above, this policy does not apply to: "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" related to the actual, alleged, or threatened presence of, or exposure to "lead" in any form, or to harmful substances emanating from "lead". This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to "lead". Such injury from or exposure to "lead" also includes, but is not limited to:

1. The existence, installation, storage, handling or transportation of "lead";
2. The removal, abatement or containment of "lead" from any structures, materials, goods, products, or manufacturing process;
3. The disposal of "lead";
4. Any structures, manufacturing pro-

cesses, or products containing "lead";

5. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
  6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.
- b.** Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
1. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "lead", or
  2. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "lead" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "lead" by any insured or by any other person or entity; or
  3. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "lead".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "lead".

**B.** The following definitions are added to the **Section F. – Liability and Medical Expenses**

"Lead" means lead, paint containing lead, or any other material or substance containing lead.

"Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.