



**OREGON MUTUAL INSURANCE COMPANY
ASBESTOS AND LEAD EXCLUSION ENDORSEMENT**

M2358 (5-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

The following **Exclusion** has been added:

This insurance does not apply to:

"Lead" or "Asbestos"

1. "Bodily injury", "property damage", or "personal and advertising injury" that arises out of, or relates in any way to, "lead" or "asbestos". This exclusion applies to any and all claims, against each and every insured, regardless of the nature of the claim, or the legal or factual theory underlying the claim.

This exclusion applies but is not limited to:

- a. Any claim or "suit" by or on behalf of any governmental authority or any other allegedly responsible party because of:
 - (1) Assessing the presence, absence or amount or effects of "lead" or "asbestos";
 - (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating "lead" or "asbestos";
 - (3) Responding to "lead" or "asbestos" in any way other than as described in **a.(1)** and **a.(2)** above;
- b. Any request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (1) Assessing the presence, absence or amount or effects of "lead" or "asbestos";
 - (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating "lead" or "asbestos";
 - (3) Responding to "lead" or "asbestos" in any way as described in **b.(1)** or **b.(2)** above;

- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
 - d. Any obligation to share damages with or repay someone else in connection with any of the subsections above.
2. This exclusion does not apply to "bodily injury":
 - a. Resulting from the ingestion of goods intended for human consumption;
 - b. Resulting from sudden asphyxiation caused by the collapse of any storage pile or container; or
 3. Definitions
For the purpose of this exclusion the following definitions are added:
 - a. "Lead"
The term "lead" includes, but is not limited to, the element lead, lead compounds or lead contained in any materials.
 - b. "Asbestos"
The term "asbestos" includes, but is not limited to, the mineral asbestos and any type or form of it including, but not limited to, asbestos-containing products, goods, fibers or materials, asbestos dust, fine particulate dust of asbestos miners, and any gasses vapors, scents or by-products produced or released by asbestos, asbestos dust or asbestos-containing products, goods, fibers or materials.