

QUINCY MUTUAL FIRE INSURANCE COMPANY  
HOMEOWNERS OR DWELLING FIRE LIABILITY INSURANCE

**LEAD POISONING EXCLUSION  
DISCLOSURE NOTICE**

NOTICE TO PERSONS APPLYING FOR INSURANCE  
AND  
NOTICE TO POLICYHOLDERS

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. If there is any conflict between the policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

**A LEAD POISONING EXCLUSION HAS BEEN ADDED TO  
YOUR POLICY.**

The exclusion may or may not apply to your covered property. Please read the following to determine if the lead exclusion applies to your specific properties. Please contact your insurance agent if you have any questions regarding the application of this exclusion.

**1. Coverage E Personal Liability, In The Homeowners Policy And Coverage L Personal Liability, In A Dwelling Fire Policy; Excluded Bodily Injury Arising Out Of Lead Poisoning.**

"Bodily Injury" arising out of lead poisoning is excluded if the following describes your covered property;

- a. A one to four family residential building, including common areas used in connection with such building, built prior to 1978, provided that:
  - (1) The building is owned by an "insured"; and,
  - (2) One or more units are rented or held for rental to others;
- b. 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:
  - (1) Owned by an "insured"; and,
  - (2) Rented or held for rental to others;
- c. Any other structure owned by an "insured" which is at the same location as any residential building described in a. or b. above; or
- d. Appliances, furnishings, and fixtures, other than plumbing fixtures, owned by an "insured" contained in or on a residential building or other structure described in a., b. or c. above.

**2. Coverage Options**

If your policy excludes coverage for lead poisoning, you may be eligible for coverage through the FAIR Plan. Please call your insurance agent for assistance in placing this coverage through the Rhode Island FAIR plan or you may contact the FAIR Plan directly at: **Rhode Island Joint Reinsurance Association, Two Center Plaza (Eighth Floor), Boston, Massachusetts 02108.** The Association may be reached toll-free at 1-800-851-8978.

### **3. The Lead Poisoning Exclusion May Not Apply To Your Covered Property:**

If you own a one to four family residential building or a residential condominium or cooperative unit located in Rhode Island, the lead poisoning exclusion may **not** apply to you. Read the following to determine whether this is the case for each such building insured by the policy.

- (1) If the residential building was built in or after 1978, the exclusion does **not** apply.
- (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.
- (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

Prima Facie Evidence of Compliance can be shown with respect to each building, unit and structure to which this insurance applies, the exclusion **does** not apply.

#### **The following are types of Prima Facie Evidences of Compliance:**

- (1) A certificate of compliance of an independent clearance inspection and affidavit of visual inspection required to maintain the validity of the independent clearance inspection;
- (2) Proof of clearance exam showing that lead hazards have been mitigated; or
- (3) Proof of abatement.

This coverage is contingent upon your maintaining the property in compliance with the Lead Act. Should your property become non-compliant (i.e. your certificate becomes invalid) during the policy period, coverage for lead liability will cease and will only be reinstated if proper proof of compliance with the Lead Act is presented to us. We will return any premium paid with regard to the lead liability portion of this policy during the non-compliant period only if requested by you. It is your duty to notify us of non-compliance and request return of any premium in a timely manner. During the period of non-compliance, you may be eligible for lead liability coverage through the FAIR Plan. The FAIR Plan's address and telephone number(s) are: FAIR Plan, Two Center Place, Boston, MA 02108-1904; (800)-851-8978.

IT IS IMPORTANT THAT YOU LET US KNOW, AS SOON AS PRACTICABLE, WHEN YOU RECEIVE A PRIMA FACIE EVIDENCE OF COMPLIANCE AND PROVIDE US WITH A COPY OF SUCH CERTIFICATE OR PROOF.