



Accidental release of asbestos (Claims made) cover

Endorsement BAC 611

The “Asbestos exclusion” under the heading “What is not covered” in the Public liability (building and allied trades) section is deleted.

We will cover the amount of damages which you are legally liable to pay in respect of a claim first made against you and notified to us during the period of insurance arising from the accidental and unplanned release of asbestos.

The maximum amount we will pay for the total of all damages, clean-up costs and claim costs arising from claims first made against you and notified to us during the period of insurance caused by or arising from asbestos is £1,000,000.

We will not cover

- 1** claims
 - a** relating to the fear suffered by any person of the consequences of exposure to asbestos.
 - b** in respect of property damage, nuisance or trespass or clean-up costs, unless arising from contamination resulting from the unplanned release of asbestos due to a sudden incident which happens at a specific time and place during the period of insurance in the course of any work, process or other operation.
 - c** to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove asbestos in or on premises
 - i** that you have disposed of.
 - ii** owned, leased, let, rented, hired or lent to you.
 - iii** for which you have any statutory duty to manage asbestos.
 - d** for any incident known to you or for which you should have been aware before the start of this cover.
- 2** the greater of £1,000 or the amount of excess stated in your schedule in respect of property damage, nuisance or trespass or clean-up costs caused by or arising from asbestos.

If during the period of insurance you first become aware of any circumstances that may give rise to a claim under this section and notification is given to us during or within 7 days of the expiry of the period of insurance, we will if a claim is subsequently made against you consider such circumstances as having been made during the period of insurance that you first become aware.

The following additional conditions apply to this section:

- 1** If you have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of asbestos, a written risk assessment must be undertaken, and controls put in place to prevent the release of asbestos.
- 2** If you discover any materials that are known or suspected to be asbestos prior to or in the course of any work, process or other operation, you must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established.
- 3** You must ensure that any asbestos is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within the policy territories.

If you do not comply with these conditions, you will not be covered, and we will not make any payment in respect of a claim.