



# Endorsement 690

## Accidental release of asbestos (Claims made) cover

**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**.

## Important notice – Asbestos cover *continued*

- 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.