



Section 9 – Public and Products Liability (PLI)

AS4 – Accidental release of asbestos (Claims made) extension

Accidental release of asbestos (Claims made) extension

Section 9 - Public and Products Liability

For the purpose of this extension, 'Asbestos exclusion' under the heading What is not covered of this SECTION is deleted.

Definitions

For the purposes of this ENDORSEMENT where WE have explained what a word means as highlighted in bold in YOUR POLICY it will be shown in capital letters and will have the same meaning wherever it is used in this ENDORSEMENT.

What is covered

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#.

What is not covered

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 extension



2) the greater of £#2# 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

911 – TPPD Std Excess £var

Third Party Property Damage Excess Amendment

Section 9 - Public and Products Liability

Definitions

For the purposes of this ENDORSEMENT where WE have explained what a word means as highlighted in bold in YOUR POLICY it will be shown in capital letters and will have the same meaning wherever it is used in this ENDORSEMENT.

Excess exclusion under What is not covered is amended to read

An EXCESS of [£VAR] will apply to each EVENT for loss. In respect of PRODUCTS, the EXCESS will apply to each EVENT during each PERIOD OF INSURANCE that loss occurs as a result of the EVENT