

## Asbestos Accidental Discovery

**Endorsement applicable to Section B (Public Liability) and Section C (Products Liability) of the Certificate.**

Notwithstanding General Exclusion 8, **We** agree to indemnify **You** in respect of **Your** legal liability arising following the accidental discovery of asbestos and/or asbestos containing materials on or after the Retroactive Date stated below but only in respect of claims first made against **You** and notified to **Us** during the **Period of Insurance** in accordance with the terms of the **Certificate**, provided always that:

- a) **We** will not **Indemnify You** in respect of any subsequent activities related to or connected to or dealing with the asbestos and/or asbestos containing materials once discovered, unless they were carried out by qualified licensed sub-contractors on terms which indemnify **You**, in writing, for liability arising out of such work, and unless **You** have checked and ensured that all such sub-contractors have and maintain at all times adequate insurance that indemnifies **You** in respect of claims arising from their work to at least the limit stated in paragraph e) below;
- b) **We** will not indemnify **You** for any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where **You** were aware of the **Circumstance** or event which gave rise to the claim before the Effective Date of this clause;
- d) **We** will not indemnify **You** for any claims in respect of the diminution in the value of property or loss of or potential loss of rental income or any other **Consequential or Financial Loss** (including business interruption) howsoever arising;
- e) **Our** liability to pay damages, including **Costs and expenses** shall not exceed the sum of EUR [*insert amount*] which sum shall be the maximum that **We** will pay in the aggregate during any one **Period of Insurance**;
- f) the **Excess** applicable to this clause shall be EUR [*insert amount*] each and every claim or, in the event that any **Claim** is brought by more than one claimant, to each claimant;
- g) the Retroactive Date in respect of this clause is [*insert date*];
- h) the Effective Date of this clause is [*insert date*].

**We** agree that any **Circumstance(s)** notified to **Us** during the **Period of Insurance** which subsequently gives rise to a claim after expiry of the **Period of Insurance** shall be deemed to be have been notified to **Us** during the **Period of Insurance**;

### Definitions applicable to this clause only

<b>Circumstance</b>	any circumstance, event or state of affairs which may reasonably be expected to give rise to a claim against <b>You</b> .
<b>Consequential or Financial Loss</b>	a) any increased costs or expenses, or b) any loss of profit, business, contracts, revenues, or anticipated savings, or

c) any special, indirect or consequential damage of any nature whatsoever.