

Non-HSE Asbestos Extension PL (Contractors)

Endorsement applicable to Section B - Public liability and Section C – Products liability of the Certificate.

Notwithstanding General Exclusion 11, **We** agree to **Indemnify You** against **Your** legal liability for damages and **Costs and expenses** arising from the existence of or exposure to asbestos and any other material that contains asbestos occurring on or after the retroactive date but only in respect of claims first made against **You** during **the Period of Insurance** and notified in accordance with the provisions contained within this **Certificate** provided always that:

1. **We** will not **Indemnify You** for any claims arising from the existence of or exposure to asbestos and any other material that contains asbestos where **You** were aware of the **Circumstance(s)** or event which gave rise to the claim before the effective date of this endorsement;
2. **We** will not **Indemnify You** in respect of any activities related to or connected with or dealing with asbestos and any other material that contains asbestos where a licence from the HSE is required unless they were carried out by qualified licensed sub-contractors on terms that **Indemnify You**, in writing, for liability arising out of such work, and unless **You** have written evidence that 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 5 below;
3. in respect of any liability that arises from any requirement to clean up or remove asbestos and any other material that contains asbestos from any building and/or structure:
 - (a) such liability arises solely in consequence of a sudden specific and identifiable fire explosion impact or collapse;
and
 - (b) the building and/or structure that is subject to the clean up or removal is not owned leased or hired by or under hire purchase or on loan to **You**;
4. **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;
5. **Our** liability to pay damages, including **Costs and expenses**, shall not exceed the sum of GBP *[insert amount]* which sum shall be the maximum that **We** will pay in the aggregate during any one **Period of Insurance**;
6. the **Excess** applicable to this clause shall be GBP *[insert amount]* each and every claim or, in the event that any claim is brought by more than one claimant, to each claimant;
7. the Retroactive Date in respect of this clause is *[insert date]*;
8. 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

Circumstance any circumstance, event or state of affairs that may reasonably be expected to give rise to a claim against **You**.

Consequential or Financial Loss

- 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.