

PMR 055

Asbestos Extension – Inner Limit

For use with RICS wording

Exclusion 20 to Section 1 shall not apply to this Policy.

Definitions

For the purposes of this extension the words or terms that appear in **bold** will be interpreted as follows:

Asbestos inspections

Shall mean Type 1, 2 or 3 inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with regulation 4 of the Control of Asbestos at Work Regulations 2002 (CAWR) or any comparable inspection, whether of commercial or residential land or property.

Asbestos risks

Shall mean

- **Bodily injury** or fear of suffering **Bodily injury**
- physical impairment or damage to any ecological system, land or property
- consequential, economic or financial loss

due to the presence or release of asbestos or asbestos-containing materials in whatever form or quantity.

Indemnity limit

Shall mean, in relation to any claim or loss arising from **Asbestos risks**, the **Insurer's** total liability to pay damages, claimants, costs, fees and expenses, **Defence costs and expenses** under Section 1 and shall not exceed GBP [] in respect of any one claim or series of claims arising out of one originating cause and in total for all claims made during the **Period of insurance**. If more than one person is entitled to an indemnity under Section 1 of this Policy the **Insurer's** total liability to all such persons shall not exceed the **Indemnity limit**. The **Indemnity limit** for **Asbestos risk** is not additional to and shall not increase the **Indemnity limit**.

Exclusion

The **Insurer** shall not be liable to indemnify the **Insured** against any claim under Section 1 arising directly or indirectly resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials in whatever form or quantity. Subject to the provisos below, this exclusion shall not apply to any claim first made against the **Insured** during the **Period of insurance** and caused by a negligent act, negligent error or negligent omission in the conduct of **Professional business** provided always that the **Insurer** shall not be liable for any such claim arising:

- a) directly or indirectly resulting from **Asbestos inspections** carried out by the **Insured**;
- b) arising out of or in any way involving any **Bodily injury** or fear of suffering **Bodily injury**.

All other terms and conditions of this Policy remain unaltered.