

PMR 012

Cover Restriction – Re-Performing & Rectification

Insuring Clause 1 of Section 1 shall not apply to this Policy and that it shall be replaced by the following:

1. Indemnity

Up to the **Indemnity limit** for claims first made against the **Insured** during the **Period of insurance** (including claimant's costs, fees and expenses) and arising out of the ordinary course of the **Professional business**:-

- (A) in consequence of any breach of professional duty but only in respect of the direct costs incurred by the claimant only of:
 - a) Re-performing or completing services provided or due to have been provided by the **Insured**
 - b) Repairing or replacing anything designed or specified by the **Insured**;
- (B) in consequence of any dishonest, fraudulent or malicious act or omission of any former or present **Employee** (which term, for the purpose of this clause alone, shall not include any principal, partner, member or director of the **Insured**) provided that no indemnity shall be given under this Policy in the event that any principal, partner, member or director of the **Insured** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission but only in respect of the direct costs incurred by the claimant only of:
 - a) Re-performing or completing services provided or due to have been provided by the **Insured**
 - b) Repairing or replacing anything designed or specified by the **Insured**;
- (C) for which the **Insured** is legally liable to pay damages in consequence of:-
 - a) Libel or slander;
 - b) Unintentional breach of confidentiality;
 - c) Unintentional infringement of intellectual property rights
 - d) The loss of or damage to **documents**.

Exclusion

Exclusion 4 to Section 1 of this Policy shall not apply but **Insurers**, in addition to the exclusions contained elsewhere in this Policy, shall not be liable to indemnify the **Insured** against any claim arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the **Insured** or any **Employee** except as covered by Insuring Clause 1(B).

All other terms and conditions of this Policy remain unaltered.