

PMR 009

Collateral Warranty Extension

Without prejudice to Exclusion 5 of Section 1 and subject otherwise to the terms, conditions, definitions and limitations of this Policy the **Insured** is indemnified, under Section 1, up to the **Indemnity limit** for claims first made against the **Insured** during the **Period of insurance** for which the **Insured** is legally liable to pay damages (including claimant's costs, fees and expenses) and arising out of the ordinary course of the **Professional business** in consequence of or arising from entering into any collateral warranty, duty of care agreement or any similar agreement provided that, in so doing, the **Insured** does not make itself liable:

- a) to provide a level of service or produce a result beyond the scope of any duty that would otherwise be implied by common law or statute; or
- b) to any greater extent or for any longer a period than is the case under the agreement with the person or party with whom the **Insured** originally contracted to perform the same work; or
- c) under any financial guarantee, for any contractual penalty or for liquidated damages.

All other terms and conditions of this Policy remain unaltered.