

# PMR 091

## Cover Restriction – Re-Performing & Rectification (IT)

It is understood and agreed that 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**:

- a) for claims first made against the **Insured** during the **Period of insurance** for the direct costs incurred by the claimant (including claimant's costs and expenses) of:
1. re-performing or completing services provided or due to have been provided by the **Insured**;
  2. repairing or replacing any **Deliverables** designed, specified, supplied or installed by the **Insured**;
- together with **Defence costs and expenses** and arising out of the ordinary course of the **Professional business**, in consequence of:
- i. any breach of professional duty;
  - ii. breach of a contract to design or supply **Deliverables** caused by:
    - any failure of the **Deliverables** to conform with any written specification incorporated into a contract in which contract the **Insured** has warranted that the **Deliverables** will conform with the specification;
    - the existence of a material defect in the **Deliverables**;
    - the failure of the **Deliverables** to meet any term implied by statute as to quality, fitness for purpose or the safety of the **Deliverables**;
  - iii in consequences 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.
- b) 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 and expenses) together with **Defence costs and expenses** and arising out of the ordinary course of the **Professional business**, in consequence of:
1. Libel or slander;
  2. Unintentional breach of confidentiality;
  3. Unintentional infringement of intellectual property rights;
  4. The loss of or damage to **Documents**.

All other terms and conditions of this Policy remain unaltered.