

PMR 132

Information Technology Endorsement

For use with PMR Media Civil AOC 0111 wording

The following applies to Section 1 only of this Policy:

Definitions Applicable To Section 1

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

Deliverables

Shall mean any hardware, firmware, peripherals, software, cabling or electronic equipment.

Insuring Clauses

Subject otherwise to the terms and conditions of this Policy, **Insurers** agree in addition to indemnify the **Insured** up to the **Indemnity limit** for claims first made against the **Insured** during the **Period of insurance** for breach of a contract to design or supply **Deliverables** caused by:

- a) 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;
- b) the existence of a material defect in the **Deliverables**;
- c) the failure of the **Deliverables** to meet any term implied by statute as to quality, fitness for purpose or the safety of the **Deliverables**.

Insuring Clause 2 of Section 1 shall not apply in respect of any claim arising directly or indirectly from the design or supply of **Deliverables**.

Exclusions Applicable To Section 1

Exclusion 5 (Contractual Liability) in this Policy shall be amended to read as follows:

Contractual Liability

Arising directly or indirectly

- a) from any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by the **Insured** to any third party and which is more onerous than any duty that would otherwise be implied by common law or statute except as covered by the additional Insuring Clause 1 stated in this endorsement;
- b) from any contract where, before entering into or extending a contract, the **Insured** failed to take reasonable steps to ensure that it could fulfil

all of its obligations in accordance with the terms of the contract or any representations made by or on behalf of the **Insured**

Exclusion 6 (Products) in this Policy shall be amended to read as follows:

Arising out of or relating to:

- a) goods or products sold, supplied, repaired, altered, manufactured, installed or maintained other than **Deliverables**; or
- b) buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished;

by the Insured or any related company or sub-contractor of the Insured unless such claim arises as a direct consequence of negligent advice, design or specification by the Insured.

In addition to the exclusions contained elsewhere in Section 1 of this Policy, **Insurers** shall not be liable to indemnify the **Insured** against any claim:

1 Recall costs

For the costs and expenses incurred in the recall, repair, replacement of any service provided or **Deliverables** or the refund of any money paid by a third party in connection with the recall of any **Deliverables**;

2 Third party default

Arising directly or indirectly from

- a) a defect in any **Deliverable** supplied by a third party;
- b) any failure by a third party to supply any **Deliverable** or provide any service.

This exclusion shall not apply in respect of any amount that the Insured are legally able to recover under a written contract;

3 Contractual remedies

For any award of, or liability to pay, compensation or damages where the **Insured** has assumed an obligation to pay compensation or damages in excess of any amount that would otherwise be awarded under statute or common law.

All other terms and conditions of this Policy remain unaltered.