

PMR 207

DIC – Information Technology

Applicable to PMR IT Civil AOC 06 13

The following are added to Insuring Clauses under Section 1 – Professional Indemnity Insurance:

8. Fidelity Extension

For the purposes of this extension only, the term **Employee** shall not include anyone who is or has been a partner, member or director of the **Insured**.

Subject otherwise to the terms and conditions of this Policy, **Insurers** agree in addition to indemnify the **Insured** under Section 1 up to a maximum of GBP 25,000 in respect of their own direct loss or losses which, during the **Period of insurance**, they shall discover they have sustained by reason of any dishonesty or fraud of any past or present **Employee** of the **Insured**, provided always that:

- a) such dishonest or fraudulent act(s) are carried out by the person(s) concerned with the manifest intent to cause such loss to the **Insured** or to obtain improper personal gain either for themselves or in collusion with others;
- b) no indemnity shall be afforded hereby to any person committing or condoning such dishonesty or fraud;
- c) the annual accounts of the **Insured** have been prepared and/or certified by an independent accountant or auditor;
- d) any dishonesty or fraud committed by a person or persons acting in concert shall for the purposes of this Certificate be treated as giving rise to one loss;
- e) such loss or losses shall include accountants' fees incurred as the result of such loss;
- f) any monies which but for such dishonesty or fraud would be due to such person from the **Insured**, or any monies of such person held by the **Insured**, shall be deducted from any amount payable under this Policy.

9. Loss Of Documents – Replacement Costs

Definition

For the purposes of this extension only:

Excess

Is the first amount paid in respect of each claim and shall be GBP 1,000.

Extension

Up to a maximum of GBP 250,000 in the aggregate in the **Period of insurance** and subject otherwise to the terms and conditions of this Policy the **Insured** is indemnified in respect of claims first made by the **Insured** during the **Period of insurance** for reasonable and necessary costs and expenses incurred, with **Insurers'** prior consent, in replacing or restoring **Documents** following loss of or damage to any **Documents** first discovered during the **Period of insurance**.

The following is added to Notification and claims conditions applicable to Section 1

2.3 Non-disclosure

The **Insurer** will not exercise its right to avoid this Policy for reasons of non-disclosure, untrue statements or misrepresentation of facts provided that the **Insured** can establish, to the **Insurer's** satisfaction, that any such non-disclosure, untrue statements or misrepresentation of facts were not made negligently and were also free of any fraudulent conduct or intent to deceive.

In relation to any claim or claims first made against the **Insured** and notified to **Insurers** during the **Period of insurance**, if such non-disclosure, untrue statements or misrepresentation of facts consist of or include a failure to inform **Insurers** of any related **Circumstance** then Exclusion 9 shall not apply provided always that:

- a) If the loss, claim or **Circumstance** should have been notified under a preceding insurance then where this Policy affords greater or wider cover than that to which the **Insured** would have been entitled under the preceding insurance, **Insurers** shall only be liable to pay what the **Insured** would have been entitled to under the preceding insurance.
- b) Where the **Insured's** breach of any condition contained in this Policy has resulted in prejudice to **Insurers** in the handling or settlement of any claim or loss **Insurers** shall reduce any payment under this Policy to such amount that in **Insurers** opinion would have been payable in the absence of such prejudice.

No indemnity shall be afforded in respect of such loss, claim or **Circumstance** if there was no immediately preceding and valid insurance in place.

All other terms and conditions of this Policy remain unaltered.