

PMR 044

Costs of Criminal Proceedings Extension

Extensions

Subject otherwise to the terms and conditions of this Policy, **Insurers** agree under Section 1 to indemnify the **Insured** up to a maximum of the sum stated in the schedule under Section 1 or GBP 250,000, whichever is the lower, in the aggregate in the **Period of insurance**, in respect of legal costs and expenses incurred with **Insurer's** prior consent in the defence of any proceedings brought under the prevailing listed building, building regulation or health and safety legislation and any applicable orders or regulations made pursuant to that legislation or any applicable codes of practice or procedures issued by any governing body concerned with health and safety provided always that:

- The act, error or omission giving rise to the proceedings shall have been committed by the **Insured** in the ordinary course of the **Professional business**;
- The **Insurers** shall be entitled to appoint solicitors and counsel to act on behalf of the **Insured**;
- The **Insurers** shall have no liability to pay costs incurred subsequent to a plea or finding of guilt on the part of the **Insured**, or in the event that Counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable;

For the purposes of this Extension only the amount of the **Excess** shall be GBP 1,000.

All other terms and conditions of this Policy remain unaltered.