

# PMR 076

## Contractors Extension

Subject otherwise to its terms, conditions, definitions and limitations, Section 1 of this Policy is amended as follows:

### Insuring Clauses

In addition to the indemnities provided under Section 1 of this Policy:

**Insurers** will indemnify the **Insured** against costs and expenses incurred with **Insurers** prior consent in respect of any action taken to mitigate or avoid a loss or potential loss that otherwise would be the subject of a claim under this Policy, provided that if any such costs and expenses are incurred as a result of a breach of duty by specialist designers, consultants or sub-contractors of the **Insured** in the ordinary course of the **Professional business** that the rights of recourse against such specialist designers, consultants or sub-contractors have not been waived or otherwise impaired.

### Exclusions

A. Exclusion 6 to Section 1 is amended to read as follows::

#### 6 Products

Arising out of or relating to:

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

by the **Insured** or any **Financially associated person or entity** or sub-contractor of the **Insured** unless such claim is the direct consequence of any negligent act, error or omission arising out of the ordinary conduct of the **Professional business.**"

B. **Insurers** shall not be liable to indemnify the **Insured** against any claim arising directly or indirectly out of:

- a. the supervision by the **Insured** of its own work, the work of any **Financially associated person or entity** or the work of its building or engineering sub-contractors where such supervision is undertaken in its capacity as building or engineering contractor;
- b. the arranging or maintenance of insurance or in any way connected with the provision of finance or advice on financial matters;
- c. estimates of construction costs except where such estimates are prepared and provided by professionally qualified Quantity Surveyors.

All other terms and conditions of this Policy remain unaltered.