

Defence of criminal proceedings

We agree that the following additional insuring clause shall apply:

Defence of criminal proceedings

We shall indemnify **You** for any amount up to £250,000 in the aggregate during the **Period of Insurance** for legal costs and expenses incurred with **Our** prior consent in the defence of any criminal proceedings first brought against **You** during the **Period of Insurance** under any prevailing listed building, building regulation or health and safety legislation or regulation provided always that:

1. the alleged act, error or omission giving rise to the proceedings was committed by **You** in the ordinary conduct of **Your Professional Business**; and
2. **We** shall be entitled, but are not obliged, to appoint solicitors and counsel to act on **Your** behalf; and
3. **We** shall have no liability to pay any legal costs and expenses in relation to any alleged offence after
 - a. **You** plead guilty or a finding of guilt is made against **You**; or
 - b. Counsel representing **You** has advised that **You** have no reasonable prospects of successfully defending the proceedingsexcept for legal costs and expenses incurred solely for the purpose of making a plea in mitigation before sentencing or legal costs and expenses 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 avoidance of doubt **We** shall have no liability to indemnify **You** against any fine or penalty imposed upon **You** or any award of legal costs that is made against **You** as a result of such proceedings.