

## IT operations endorsement

We agree that the following additional insuring clauses shall apply:

We shall indemnify You:

### A Deliverables

for any amount up to the **Limit of Liability** in respect of **Loss** and **Defence costs and expenses** arising from a claim made against **You** during the **Period of Insurance** and arising from the ordinary conduct of **Your Professional Business** for any breach of a contract for the design or supply of any **Deliverable** caused by:

- i) any failure of any **Deliverable** to conform with a specification contained in or incorporated into a written contract where **You** have warranted in that contract that the **Deliverable** will conform with that specification;
- ii) any material defect in any **Deliverable**;
- iii) any failure of a **Deliverable** to meet any term that is implied by statute as to quality, safety or fitness for purpose.

### B Virus

for any amount up to the lesser of £500,000 or the **Limit of Liability** in the aggregate in respect of **Loss** arising from a claim for any civil liability first made against **You** during the **Period of Insurance** and arising from the ordinary conduct of **Your Professional Business** caused by any **Virus** unless the **Virus** was created by **You**.

In consideration of which the following exclusions shall apply in addition to the other exclusions:

We will not indemnify You against any claim arising directly or indirectly from:

- a) any breach or alleged breach of contract and in respect of which **You** failed, before entering into the contract, to take reasonable steps to ensure that **You** could perform all of the obligations that **You** undertook to perform in accordance with the terms of that contract;
- b) a defect in any **Deliverables** supplied by a third party or the failure of a third party to supply **Deliverables** or any service;

Exclusion clause 5 (Manufacture and supply of goods) shall not apply but shall be replaced by the following:

We will not indemnify You against any claim arising from the manufacture, repair, alteration, installation, sale, supply or maintenance of any product or other item of goods whether by **You** or by any **Connected Person** or by any sub-contractor of **Yours** but this exclusion shall not apply if and to the extent that **You** are entitled to an indemnity under insuring clause 2 of this Certificate in respect of that claim.

All other terms and conditions of this Certificate remain unaltered and in full force and effect.

## DEFINITIONS

It is agreed that **Deliverables** shall mean any computer hardware, software, peripherals, firmware, cabling or electronic equipment