

Cover limited to rectification and re-performing

Insuring Clauses 4 (Ombudsman awards), 5 (Virus) and 13 (Pollution) shall not apply.

Insuring Clauses 1 (Civil liability) and 2 (Deliverables) shall not apply but shall be replaced by the following:

1 Civil liability

up to the **Limit of Liability** (save where the limit of cover for any particular section is otherwise expressly provided for in this **Certificate**) for any civil liability for **Loss** and **Defence costs and expenses** in respect of any **Claim** first made against **You** during the **Period of Insurance** (including **Your** liability for claimants' costs and disbursements) arising out of the ordinary conduct of **Your Professional Business** but only in respect of the direct costs incurred by the claimant of:

- a) repairing or replacing anything designed or specified by **You** and
- b) re-performing or completing services provided or contracted to have been provided by **You**.

2 Deliverables

for any amount up to the **Limit of Liability** in respect of **Loss** and **Defence costs and expenses** arising from a **Claim** first 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:

- 2.1 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;
- 2.2 any material defect in any **Deliverable**;
- 2.3 any failure of a **Deliverable** to meet any term that is implied by statute as to quality, safety or fitness for purpose

but only in respect of the direct costs incurred by the claimant of:

- a) repairing or replacing anything designed or specified by **You** and
- b) re-performing or completing services provided or contracted to have been provided by **You**.