

Defence of criminal proceedings

We agree that the following additional Insuring Clause shall apply:

Defence of criminal proceedings

for any amount up to £250,000 in the **Aggregate** for legal costs and expenses incurred with **Our** prior written 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:
 - 3.1 **You** plead guilty or a finding of guilt is made against **You**; or
 - 3.2 Counsel representing **You** has advised that **You** have no reasonable prospects of successfully defending the proceedings except 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; and
- 4 The **Excess** shall apply to this clause.

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.