

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** 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:

- 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 any **Claim** first made against **You** during the **Period of Insurance** in respect of any civil liability (including liability for claimants' costs, expenses and disbursements) arising out of 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 anything arising directly or indirectly from:

- 1 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;
- 2 a defect in any **Deliverables** supplied by a third party or the failure of a third party to supply **Deliverables** or any service;
- 3 **You** having to recall, replace, repair or provide a refund for any **Deliverables**
- 4 any failure of or interruption to the service provided by any utility provider including but not limited to any internet service provider or telecommunications provider.

Exclusion clause 2 (Sale of goods, manufacture & construction) shall not apply but shall be replaced by the following:

2 Sale of goods, manufacture & construction

- 2.1 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 A above;
- 2.2 the manufacture, construction, erection, installation, repair, alteration or demolition of any building or other physical structure where **You** or any **Connected Person** or sub-contractor of **Yours** has entered into a contract to

manufacture, construct, erect, install, repair, alter, or demolish any building or other physical structure;

DEFINITIONS

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