Defective workmanship costs and expenses

We agree that the following additional Insuring Clause shall apply:

We will indemnify **You** for any amount up to a maximum of £5,000, plus any irrecoverable Value Added Tax, in the **Aggregate** for **Defective workmanship costs and expenses** relating to any **Claim** against **You** alleging a liability on **Your** part for defective workmanship by any party PROVIDED ALWAYS THAT:

- 1. no indemnity is provided to **You** under any other Insuring Clause of this **Certificate** or any other insurance held by **You** and
- 2. there shall be no Excess in respect of this Insuring Clause and
- 3. **Defective workmanship costs and expenses** shall mean reasonable legal costs and expenses incurred by **You** or on **Your** behalf with **Our** prior written consent in connection with the investigation, defence or settlement of any **Claim** or potential **Claim** alleging a liability on **Your** part for defective workmanship by any party. For the avoidance of doubt, this shall include legal advice in connection with passing liability to a third party, if any.

We will not indemnify You against anything arising directly or indirectly from or relating to:

- a) Your own management time or other internal costs of whatsoever nature or
- b) any costs or expenses incurred subsequent to acceptance of liability for the defective workmanship by any third party.