

Costs inclusive limit

Insuring Clauses 1 (Indemnity) and 2 (Liability for Loss of Documents) and the Insuring Clause titled "Defence costs and expenses" shall not apply. Insuring Clauses 1 (Indemnity) and 2 (Liability for Loss of Documents) shall be replaced by the following:

1 Indemnity

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 liability incurred in the ordinary conduct of **Your Professional Business** and arising from any **Claim** first made against **You** during the **Period of Insurance** for damages:

- 1.1 for breach of **Professional Duty** including any duty to warn;
- 1.2 for libel or slander;
- 1.3 for unintentional infringement of intellectual property rights;
- 1.4 as a result of any dishonest, fraudulent or malicious act or omission of any **Employee**
- 1.5 for **Defence costs and expenses**

2 Liability for Loss of Documents

up to the **Limit of Liability** in respect of any **Claim** first made against **You** during the **Period of Insurance**, and **Defence costs and expenses**, arising from the physical loss of or damage to **Documents** suffered in connection with **Your Professional Business** for the reasonable costs and expenses incurred in replacing or restoring **Documents** either owned by any third party or belonging to a third party but which at the time of loss were **Your** responsibility of or in **Your** custody in the conduct of **Your Business** and were discovered during the **Period of Insurance** to be damaged, lost, destroyed, mislaid or otherwise unobtainable and which, after diligent search, cannot be located.

We will not indemnify **You** against any **Claim** arising directly or indirectly from **Documents** which are stored on magnetic or electrical media unless such documents are duplicated on magnetic or electrical media and deposited at a separate location with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the documents to their original status.

The Definition of **Limit of Liability** shall be amended such that the words "and **Defence costs and expenses**" are added after the words "any **Loss**".