

IT operations endorsement

We agree that the following additional Insuring Clauses shall apply:

We shall indemnify **You** 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:

- 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.

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 **Your** 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