

PREMIUM BEARING ENDORSEMENTS

The following endorsements will be issued at the option of the policyholder at an additional premium:

CONSEQUENTIAL OR ECONOMIC LOSS

RQBE agrees to indemnify the **Insured** in respect of any **Claim** made against the **Insured** for any consequential or economic loss arising from any legal liability in the performance of **Professional Business Practice**.

PROVIDED ALWAYS THAT **RQBE's** maximum liability under this Extension shall not exceed the amount specified in the **Schedule** in the aggregate during the **Period of Cover** and shall form part of and not in addition to the **Limit of Indemnity**.

For the purpose of this Extension Section B, Exclusion 6 '*Consequential or Economic Loss*' is deleted.

All other terms and conditions under this **Policy** remain unchanged.

FRAUD AND DISHONESTY

It is understood and agreed that notwithstanding Section B, Exclusion 9 '*Fraud and Dishonesty*', **RQBE** agrees to indemnify the **Insured** against any **Loss** arising from any **Claim** which would otherwise be excluded by reason of Exclusion 9 '*Fraud and Dishonesty*'.

PROVIDED ALWAYS THAT any:

- (a) such coverage shall not extend to any **Insured** or person(s) committing or condoning any act, error, omission or breach otherwise excluded by the '*Fraud and Dishonesty*' Exclusion;
- (b) such coverage shall not extend to any actual or alleged acts involving or committed by any director, partner or principal of the **Insured**;
- (c) such coverage shall not apply to the physical loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or the loss of the same by any electronic means;

All other terms and conditions under this **Policy** remain unchanged.

INFRINGEMENT OF INTELLECTUAL PROPERTY

RQBE agrees to indemnify the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** during the **Period of Cover** for any unintentional infringement of copyright, trademarks, registered designs or patents, or any plagiarism.

RQBE shall not be liable under this Extension to indemnify the **Insured** in respect of any **Claim** made against the **Insured** for intentional infringement of copyright, trademarks, registered designs or patents, or any plagiarism.

For the purpose of this Extension, Section B, Exclusion 11 '*Intellectual Property*' is deleted.

All other terms and conditions under this **Policy** remain unchanged.

LOSS OF DESIGN DOCUMENTS

RQBE agrees to indemnify the **Insured** against legal liability for compensation arising from any **Claim** arising from the loss of **Design Documents** (including but not limited to any **Design Documents** which are the property of the **Insured's**) which have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found or recovered.

For the purpose of this Extension, Section B, Exclusion 14 '*Loss of Design Documents*' is deleted.

All other terms and conditions under this **Policy** remain unchanged.

OFFICIAL INVESTIGATIONS AND ENQUIRY COSTS AND EXPENSES

RQBE agrees to pay for any costs and expenses reasonably incurred with **RQBE's** prior written consent (such consent shall not be unreasonable withheld or delayed) in the official investigation or enquiry of any complaint or notification.

PROVIDED ALWAYS THAT:

any such official investigation is in relation to a breach of professional duties in the conduct of the **Insured's Professional Business Practice**.

(a) the investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the **Period of Cover** and is notified by the **Insured** to **RQBE** during the **Period of Cover**;

(b) **RQBE** shall be entitled, at **RQBE's** discretion, to appoint legal representation to represent the **Insured** in the investigation, examination or enquiry;

(c) **RQBE's** maximum liability under this Extension shall not exceed the amount specified in the **Schedule** in the aggregate during the **Period of Cover** and shall form part of and not in addition to the **Limit of Indemnity**.

For the purpose of this extension, an official investigation includes an investigation, examination or enquiry by way of a royal commission or coronial enquiry conducted by a regulatory authority or equivalent or any disciplinary committee of any association or professional body of which the **Insured** is a member, but does not include any investigation, examination or enquiry conducted by a parliamentary committee or equivalent body.

All other terms and conditions under this **Policy** remain unchanged.

RECTIFICATION OR MITIGATION - OPTIONAL EXTENSION

It is understood and agreed that **RQBE** agrees to indemnify the **Insured** against any direct costs and expenses incurred with **RQBE's** prior written consent (such consent shall not be unreasonable withheld or delayed), in respect of any action to mitigate or rectify a negligent act, error or omission that would otherwise be the subject of a **Claim** under this **Policy**.

PROVIDES ALWAYS THAT:

(a) The **Insured** shall provide **RQBE** with written notice with details and the probability of an eventual **Claim** being made against the **Insured** in the absence of the **Insured** undertaking such mitigatory or rectification action during the **Period of Cover** and prior to the **Insured's** assumption of liability; and



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(b) such costs and expenses shall not include any element of profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time of the **Insured**; and

(c) **RQBE** is reasonably satisfied that such mitigation or rectification costs and expenses are necessary to prevent or reduce the amount a potential **Claim** covered under this **Policy** and that the amount of loss prevented or reduced would be greater than the cost of the work; and

(d) mitigatory or rectification action is undertaken prior to issuance of any practical completion or take-over certification to be issued under the contract; and

(e) **RQBE** has consented in writing to the payment of such costs before work is carried out where such consent is not to be unreasonably withheld.

RQBE's maximum liability under this Extension shall not exceed the amount specified in the **Schedule** in the aggregate during the **Period of Cover** and shall form part of and not in addition to the **Limit of Indemnity**.

All other terms and conditions under this **Policy** remain unchanged.

NON PREMIUM BEARING ENDORSEMENTS

The following endorsements will be issued wherever relevant and applicable. These endorsements are non premium bearing and are primarily changes made for clarity to clauses and their wording to ensure alignment with market wording locally and globally.

PROFESSIONAL BUSINESS PRACTICE DEFINITION ENDORSEMENT

It is understood and agreed that the definition of “**Design Services**” is deleted entirely and replaced with “**Professional Business Practice**” which is defined as follows:

‘**Professional Business Practice**’ shall mean the business conducted by the Insured, as specified in the Schedule, in relation to the Project specified in the Schedule.

Justification for not charging premium: Clarification to the definition. It does not increase coverage.

BREACH OF CONFIDENTIALITY

It is understood and agreed that **RQBE** agrees to indemnify the **Insured** against legal liability the **Insured** incurs in respect of any **Claim** arising from any unintentional breach of confidentiality or misuse of information in respect of the performance of the Professional Business Practice.

All other terms and conditions under this **Policy** remain unchanged.

Justification for not charging premium: Clarification to explain the cover. It does not increase coverage.

COURT ATTENDANCE COMPENSATION EXPENSES

RQBE agrees to compensate the **Insured**, with **RQBE**’s prior written consent (such consent shall not be unreasonable withheld or delayed), in the event that the legal advisers acting on behalf of the **Insured** require any **Insured** or **Employee** (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **Claim** made against the **Insured** for which cover is afforded under this **Policy**, at the rates specified in the **Schedule** for each day or part thereof on which attendance is required.

RQBE’s maximum liability under this Extension shall not exceed the amount specified in the **Schedule** in the aggregate during the **Period of Cover** and shall form part of and not in addition to the **Limit of Indemnity**.

All other terms and conditions under this **Policy** remain unchanged.

Justification for not charging premium: Clarificatory amendment only. It does not increase coverage.

DEFAMATION

RQBE agrees to indemnify the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** during the **Period of Cover** for any unintentional defamation by reason of words, written or spoken, provided that such **Claim** arises out of the conduct of the **Professional Business Practice**.

RQBE shall not be liable under this Extension to indemnify the **Insured** in respect of any **Claim** arising from any deliberate, reckless or intentional acts of defamation.

For the purpose of this Extension, Section B, Exclusion 13 '*Libel and Slander*' is deleted.
All other terms and conditions under this **Policy** remain unchanged.

Justification for not charging premium: Clarification to explain the cover. It does not increase coverage.

PRINCIPALS' INDEMNITY ENDORSEMENT

It is understood and agreed that this **Policy** shall extend to indemnify {INSERT} as principal for any **Claim** first made against the principal and notified to RQBE during the **Period of Cover** arising solely out of work carried out by the **Insured** and arising from the **Insured's Professional Business Practice**.

PROVIDED ALWAYS THAT:

(a) no indemnity shall extend to liability arising from or out of activities conducted or carried out by {INSERT} or for their any liabilities not arising from or related to the **Project**; and

(b) this Endorsement is subject always to the terms, conditions, Exclusion and Extension of this **Policy**.

All other terms and conditions under this **Policy** remain unchanged.

Justification for not charging premium: Clarificatory in nature, as required by contract.

SANCTION LIMITATION AND EXCLUSION

RQBE shall not cover nor be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose RQBE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions under this **Policy** remain unchanged.

Justification for not charging premium: This is a mandatory exclusion and standard clause applicable in all insurance covers.



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VICARIOUS LIABILITY

It is understood and agreed that **RQBE** agrees to indemnify the **Insured** against **Loss** arising from any **Claim** first made against the **Insured** during the **Period of Cover** arising from any actual or alleged act, error or omission committed by any third party for whose acts, errors or omission the **Insured** is vicariously liable.

PROVIDED ALWAYS THAT any coverage under this Extension shall not extend to any such third party for their own liabilities.

All other terms and conditions under this **Policy** remain unchanged

Justification for not charging premium: Clarification to the existing coverage to cover explicit liabilities.

WAIVER OF SUBROGATION *(where required by written contract).*

It is understood and agreed that in the event of any payment under this **Policy**, the **RQBE** agrees to waive its rights of recovery against [insert] principal where such waiver has been included as part of a contractual undertaking by the **Named Insured**, but this waiver shall apply only in respect to the specific contract entered into prior to the date of loss, existing between the **Named Insured** and such [insert] principal, and shall not be construed to be a waiver in respect to other operations of such [insert] principal in which the **Named Insured** has no contractual interest.

PROVIDED ALWAYS THAT this Endorsement is subject always to the terms, conditions, Exclusion and Extension of this **Policy**.

For the purpose of this Endorsement '**Named Insured**' shall mean the entity specified in the **Schedule**.

All other terms and conditions under this **Policy** remain unchanged.

Justification for not charging premium: Clarificatory in nature, as required by contract.