

Combustibility and Fire Safety Exclusion and Writeback (contracts commenced)

It is hereby noted and agreed:

(a) In respect of contracts commenced prior to **INSERT DATE** that this policy excludes, and We shall not be liable in respect of, any Claim, Circumstance and/or Defence Costs based on, arising out of or in any way connected to any act, error or omission actually or allegedly committed or omitted in respect of any Claim directly or indirectly arising out of:

- (i) the combustibility, fire safety requirements or fire protection performance of any façade materials, roof materials, cladding, core, filler, composite, insulation, glazing, balconies, terraces, doors, hatches, signage, decorative panels, roof voids, roof cavities, chimneys, flues, external wall system and/or internal wall system of any building or structure, external roof system and/or internal roof system above the ceiling level of the upper-most storey of any building or structure, including but not limited to any component or material used for the external cladding or façades or roofs of any building or structure, insulation, and signage, and the manufacture, assembly, fixing or construction thereof;
- (ii) any aspect of fire safety or fire performance of a building or structure; including but not limited to warning of fire, escape from the building or structure in the event of fire, fire spread, structural integrity, the provision of access and facilities to the emergency services and/or the provision of premises not fit for habitation;
- (iii) any aspect of fire safety or fire performance of a building or structure not falling within (i) or (ii) above.

(b) In respect of contracts commenced on or after **INSERT DATE** the following terms shall apply to any Claim:

- (i) Our liability in respect of any Claim is limited to any actual direct loss, cost, expense or defence costs incurred by the Insured in rectifying any part of the works where such losses, costs, expenses or defence costs are incurred as a direct result of any negligent act, error or omission in the conduct by or on behalf of You in the provision of professional services as defined in the policy. All other losses, costs, expenses or defence costs directly or indirectly caused by, contributed to by, or arising out of claims are excluded.
- (ii) Our total liability (including Defence Costs and claimant's costs) for any Claim shall not exceed in the aggregate the Indemnity Limit expressed in the Schedule. The Indemnity Limit shall not be reinstated.
- (iii) The Excess in respect of any Claim will be GBP **TBA** and shall be applied to each and every Claim for each and every building at each and every site inclusive of Defence Costs and expenses.
- (iv) We shall not be liable for any indirect or consequential losses that form part of any Claim, including but not limited to loss of profits, loss of use, loss of rent, loss of production, loss of contracts, liquidated damages, bodily injury or for any cost of decamping, rehousing or carrying out fire safety patrols (commonly referred to as a "waking or walking watch").

All other policy terms, conditions, limitations and exclusions remain unaltered.