

## **EWS1 Exclusion and Write Back Endorsement (Retrodate)**

### EWS1 Clause

It is hereby noted and agreed that this policy does not indemnify You for any Claim directly or indirectly arising out of or relating to

- (i) reliance upon any EWS1 form (or any revision thereof), or
- (ii) completion of any EWS1 form (or any revision thereof).

### EWS1 Extension Clause

It is hereby noted and agreed that notwithstanding anything contained in this policy to the contrary, this policy will indemnify You for any Claim arising from EWS1 work performed by You from **insert date**.....

The following terms shall apply to such EWS1 claims.

- (i) We agree to indemnify You in respect of EWS1 claims which is limited to any actual direct loss, cost, expense or Defence Costs incurred by You where such Claims and Defence Costs are incurred as a direct result of any negligent act, negligent error or negligent omission in the conduct of Your Business. All other Claims and Defence Costs directly or indirectly caused by, contributed to by, or arising out of EWS1 are excluded.
- (ii) The Indemnity Limit including Defence Costs and claimant's costs for all EWS1 claims 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 EWS1 claims shall be as stated in the Schedule inclusive of Defence Costs.
- (iv) In accordance with the obligation provisions placed upon the professional advisor contained within the language and supplemental notes, of the EWS1 Form, We shall not be liable for any direct or indirect or consequential losses that form part of any Claim, including but not limited to loss of profits, loss of use, loss of value and/or liquidated damages arising out of any obligation, assignment or novation where the Claim, or Claims, originates from or is a consequence of the reliance on any EWS1 report completed by the professional adviser save for the original client organisation (the building owner).

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