

Aggregate costs inclusive limit and costs inclusive excess for specified work

In respect of any claim arising from or which is in any way related to or the consequence of work in any of the following areas:

1. Approved Inspector
2. Architecture
3. CDM Co-ordination and Planning Supervision
4. Clerks of Works
5. Employers Agent

i) the Definition of **Limit of Liability** shall be amended to:

Limit of Liability

shall mean £[STATE LIMIT] and which shall be the maximum amount of **Our** liability to pay:-

- a. any **Loss**; and
- b. **Defence costs and expenses**; and
- c. any other loss suffered or cost or liability incurred by **You** in respect of which **You** may be entitled to an indemnity under this **Certificate's** Insuring Clauses

in the **Aggregate**

ii) the Definition of **Excess** shall be amended in respect of claims arising directly or indirectly arising out of or connected to the fire resistant and/or fire retardant characteristics of external cladding systems to:

Excess

shall mean the amount stated in the **Schedule** which shall be payable by **You** before **We** shall make any payment in respect of:

- a. **Loss** and/or **Defence costs and expenses** payable in respect of each and every **Claim** or, in the event that any **Claim** is brought by more than one claimant, to each claimant; or
- b. any other loss suffered or cost or liability incurred by **You** in respect of which **You** may be entitled to an indemnity under this **Certificate's** Insuring Clauses; or
- c. any legal costs incurred with **Our** consent in accordance with Insuring Clauses 4, 6 or 7