

## **EXCLUSIONS**

The policy has, amongst others, the following exclusions: (In addition, please refer to the wording L60500E in Part III)

- Prior Knowledge: YOUR knowledge of CLAIMS or circumstances which could reasonably give rise to a CLAIM, reported or not in the application, known to YOU before the effective date of the initial POLICY issued to YOU and renewed without interruption by the INSURANCE MANAGER;
- Express Warranties, Guarantees and Penalty Clauses: CLAIMS arising out of express
  warranties, guarantees and penalty clauses to which YOU have agreed, unless YOUR
  legal liability would have already existed at law in the absence thereof;
- Economic Return: Representations, forecasts or estimates of profit, return on capital or economic return;
- Liability of Others: The liability of others YOU have assumed under contract except
  that the INSURER will cover YOU for YOUR legal liability and that of YOUR employees,
  agents, servants and subconsultants to the extent that such liability would have existed
  in the absence of the contract:
- Products Liability: The design or manufacture of any goods or products sold or supplied by YOU, or designed, manufactured, sold or supplied by others under licence from YOU;
- Delays: YOUR failure to complete drawings, plans, specifications, reports or schedules
  on time, or YOUR failure to act upon shop drawings on time, unless such failure is the
  result of an error or inaccuracy in the preparation of these documents;
- Services Not Usual or Customary: The performance of services not usual or customary for professional engineers.