

# Top Up PII Endorsement 2021/22

By way of endorsement to the Policy, and with effect from the date specified in Item 1 of the Endorsement Schedule, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the Policy):

## Amount Of Indemnity

1. Clause 7 of the Policy is amended so that the maximum amount of our indemnity for each **claim** is the amount shown in Item 3 of the Endorsement Schedule, except that the maximum amount of our indemnity remains the amount shown in Item 5 of the PII Schedule to the Policy where:
  - (a) an **insured** was aware, or reasonably should have been aware, of the **claim** prior to the period of insurance specified in Item 3 of the PII Schedule; or
  - (b) the **claim** relates to, or arises out of, any fact or circumstance prior to the period of insurance specified in Item 3 of the PII Schedule, and which an **insured** was aware, or reasonably should have been aware, might give rise to a **claim** against an **insured**; or
  - (c) the **claim** arises from asbestos, or any material containing asbestos in whatever form or quantity, other than where the **claim** arises directly or indirectly in connection with the provision of **legal services** by the **law practice**.
- (a) the **law practice** was continuously insured under a policy of Top Up professional indemnity insurance for at least one year immediately preceding the period of insurance; and
- (b) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of those facts or circumstances.
3. The limit of indemnity applicable to a **claim** that falls under clause 2 will be the amount of Top Up professional indemnity insurance in force at the date when an **insured** first became aware, or reasonably should have become aware, of the facts or circumstances or the amount shown in Item 3 of the Endorsement Schedule, whichever is the lower.

## Additional Charges

4. We will calculate any additional premium that may become payable under clause 40 of the Policy (Additional Premium if required by APRA) using the amount that the **law practice's** premium would have been if the maximum amount of our indemnity had not been increased by this endorsement.

## Continuous Cover

2. Notwithstanding clause 1(b), we agree to indemnify an **insured** for a **claim** that is first made against an **insured** during the period of insurance specified in Item 3 of the PII Schedule that relates to, or arises out of, any fact or circumstance prior to the period of insurance of which an **insured** was aware, or reasonably should have been aware, might give rise to a **claim** against an **insured** provided that:

## Cancellation or Avoidance

5. Clause 36 of the Policy (No Right to Avoid or Cancel) does not apply to this endorsement. We retain our rights to cancel or avoid the insurance under this endorsement.

## TOP UP PROFESSIONAL INDEMNITY INSURANCE ENDORSEMENT SCHEDULE

Item 1: Effective date:	
Item 2: Endorsement number:	
Item 3: Maximum amount of our indemnity:	

Signed on behalf of the Insurer  
LAWCOVER INSURANCE PTY LIMITED  
ABN 15 095 082 509



Kerrie Lalich Chief Executive Officer