

LAW SOCIETY OF SOUTH AUSTRALIA
PROFESSIONAL INDEMNITY INSURANCE
SCHEDULE 2
CERTIFICATE OF INSURANCE

Subject to and in accordance with the Master Policy No. SA 2010 the Insurers having subscribed to such Master Policy as referred to in the Evidence of Insurance Cover ("the Insurers") grant to the Insured insurance in accordance with the terms and conditions contained in this Certificate of Insurance

1. WHAT IS INSURED - INSURING CLAUSE

- 1.1 On the terms and conditions of this Certificate of Insurance, the Insurers will indemnify the Insured against any civil liability incurred in connection with the Practice (including Claimants Costs) in respect of which a Claim is first made against the Insured during the Period of Insurance together with Defence Costs up to in total the amount specified in the Evidence of Insurance Cover as the Sum Insured, provided that:
- (a) for the purposes of this Certificate of Insurance all Claims arising from the same act or omission, whether made against one or more Insured, shall be regarded as one Claim;
and
- (b) Where more than one Insured is *prima facie* entitled to be indemnified whether pursuant to one or a number of Certificates of Insurance issued pursuant to this Scheme with respect to a Claim or Claims arising from the same act or omission the total liability of Insurers (including defence costs) shall not exceed the Sum Insured under one such Certificate of Insurance.
- 1.2 This Certificate of Insurance will not indemnify an Insured in respect of any loss arising out of any circumstance or occurrence which has been notified under any other insurance attaching prior to the commencement of the Period of Insurance.

2 DEDUCTIBLE AND EXCESS

Deductible

- 2.1 The indemnity provided by this Certificate of Insurance is subject to a Deductible of \$200,000.00 inclusive of any Excess payable. Provided however, that in the event the aggregate of all Deductibles paid in the Period of Insurance in respect of all Certificates of Insurance issued under the Master Policy equals or exceeds \$4,250,000.00 then this Certificate of insurance shall not thereafter be subject to the Deductible of \$200,000.00 but shall continue to be subject to the Excess set out in this Certificate of Insurance.

Excess

- 2.2 This Certificate of insurance is subject to an Excess in respect of each Claim including Claimants Costs and in respect of payment of Defence Costs of the greater of:
- (a) \$3,000.00; or
- (b) an amount calculated by multiplying \$3,000.00 by the number of persons who are liable or who would be liable, if sued, to compensate the claimant up to a maximum of \$50,000.00.
- 2.3 For the purposes of clause 2.2 the number of persons who are liable or who would be liable, if sued, to compensate a claimant shall be deemed to be:
- (a) in the case of a Claim against a Practitioner who at the relevant date, was practising in a Firm – the number of Partners in the Firm at the Relevant Date;
- (aa) in the case of a Claim against a Firm – the number of Partners in the Firm at the Relevant Date;
- (b) in the case of a Claim against a Company Practitioner or a Practitioner who at the Relevant Date was practising as an employee or member of a Company Practitioner – the greater of:
- (i) the number of Directors of the Company Practitioner who are Practitioners; or
- (ii) the number of shareholders of the Company Practitioner who are legal practitioners at the Relevant Date.

Claims attracting an increase in Excess

Out of Time claims

- 2.4 If a Claim arises out of or is contributed to by a failure to comply with any time for the doing of any act (including but not limited to any limitation of actions time period) stipulated by any legislation, statutory instrument, rule or order of any court or tribunal, the amount of the Excess payable by the Insured in relation to the Claim otherwise calculated in accordance with clauses 2.2 and 2.3 shall be increased:
- (a) where the time stipulated for compliance is 30 days or less, by 50%;
 - (b) where the time stipulated for compliance is greater than 30 days, by 100%.
- 2.5 In the event that the Insured has paid by way of Excess the relevant sum calculated in accordance with clause 2.4 in relation to a failure to comply with a time stipulation then notwithstanding clauses 2.6 and 2.8 the Insured shall not be obliged to pay any further Excess otherwise payable with respect to the Claim other than that which may be payable by virtue of clause 2.7.

Financial Certificate claims

- 2.6 If a Claim arises out of or is contributed to by any matter or transaction in relation to which the Insured was retained to provide any advice to or any certification in respect of, a proposed guarantor, indemnifier, surety, mortgagor, or co-borrower who was not to derive substantial direct new financial benefit from or in respect of the said transaction of guarantee, indemnity, surety, mortgage or contract of loan respectively the Excess payable by the Insured in relation to the Claim as computed in accordance with Clauses 2.2 and 2.3 shall be increased:
- (a) where the Insured was first retained after 1 January 1994 and before 31 December 1998, by 50%;
 - (b) where the Insured was first retained after 1 January 1999 by 300%.

Innocent Partner claims

- 2.7 If a Claim arises out of the dishonest or fraudulent act or omission of a Partner of the Insured or a Director of a Company Practitioner of which the Insured is also a Director, the amount of the Excess payable by the Insured in relation to the Claim as computed in accordance with clauses 2.2 and 2.3 is increased by 100%.

Conflicting Parties

- 2.8 If a Claim arises out of a transaction or a series of transactions related to each other for which the Insured was first retained after 1 July 2004 and with respect to which the Insured acts for more than one party whose respective interests are or may be in conflict the Excess payable by the Insured in relation to the Claim computed in accordance with clauses 2.2 and 2.3 is increased by 100% except in those cases where the insured acted for:
- (a) the executors of a will;
 - (b) the trustees of a will;
 - (c) persons who are married to each other and engaged in the sale or purchase of any property or the giving or discharging of a mortgage solely for the purpose of completing the sale or purchase.

3. EXCLUSIONS

The Insured will not be indemnified with respect to:

Death, Bodily Injury or Property Damage

- 3.1 any Claim for death, bodily injury (other than bodily injury consequent upon an act or omission in the provision of a professional service which gives rise to a civil liability in respect of which the Insured is entitled to indemnity), physical loss of or physical damage to property of any kind whatsoever (other than property in the care, custody and control of the Insured in connection with the Practice for which they are responsible not being property occupied or used by the Insured for the purposes of the Practice with which the Insured is connected).

Trading debts, fee dispute and penalties

- 3.2. any Claim for the payment of any trading debt incurred by the Insured.
- 3.3 any Claim to refund, account for, or pay damages calculated by reference to, any fee, charge, disbursement or counsel fee rendered or incurred by the Insured.
- 3.4 any civil penalty or any punitive, exemplary or like damages or any fine, costs or expenses incurred or ordered to be paid or imposed by law.
- 3.5 any costs incurred in relation to the defence or settlement of any Claim that is otherwise indemnifiable hereunder where there is associated with the Claim (in the same proceedings or otherwise) a dispute or issue about the Insured's entitlement to recover, retain, refund or account for the Insured's fees and disbursements, or with respect to interest or damages calculated by reference to any fee charged or disbursement rendered or incurred by the Insured; save that an Insured may by notice in writing offer to grant authority to Insurers to conduct, compromise, waive, settle or defend any such dispute or issue with respect to the Insured's fees in such manner as Insurers in their discretion decide and if Insurers accept the offer, Insurers will indemnify the Insured for costs related to the Claim that is indemnifiable and all the costs related to such dispute or issue involving the Insured's fees incurred after the offer is accepted.

Fraud & Dishonesty

- 3.6 (a) any Claim brought about by the dishonest or fraudulent act or omission of any Practitioner; or
- (b) any Claim in connection with which any Practitioner caused or contributed to, or knew, or should reasonably have known of the dishonest or fraudulent act or omission in respect of which the loss arose;

provided however that exclusions 3.6(a) and 3.6(b) shall not apply to an Insured who did not participate in and who was not aware of and could not reasonably have been aware of the act or omission said to fall within exclusion 3.6(a) or 3.6(b) or, if so aware, was not aware and could not reasonably have been aware that it was dishonest or fraudulent;

For the purposes of this exclusion - dishonest or fraudulent act or omission includes permitting or committing (whether knowingly or recklessly):

- (i) the witnessing (or purported witnessing) of the signing or execution of a document without seeing the actual signing or execution of it; or
- (ii) the making of a representation (including, but not limited to, a representation by way of a certificate, acknowledgement or other document) which was known at the time it was made to be false; or
- (iii) conduct with a reckless disregard for the fact that such conduct might be dishonest or fraudulent; or
- (iv) the provision of a financial service in respect of which a financial services license or authorisation was known to be required under Part 7 of the Corporations Act 2001 and was known not to have been obtained.
- 3.7 any Claim brought about by the misappropriation or defalcation of any trust monies. by any person save that this exclusion shall not apply to liability arising out of any Claim brought about by the misappropriation or defalcation by any person employed in connection with the Practice (other than a Partner or Director) including any articled clerk, consultant or associate.

Business Activities

- 3.8 any Claim arising from acts or omissions as an insurance agent undertaken by the Insured or any Employee, Partner or Director of or associated with the Practice.
- 3.9 any Claim arising from acts or omissions undertaken (directly or indirectly) as a consequence of the Insured or any Employee, Partner or Director of or associated with the Practice being a Director or other officer of a body corporate other than a service administration or nominee company or trust, the sole business of which is conducted in connection with the Practice.
- 3.10 any Claim arising in connection with the participation in any respect whatsoever by the Insured or any Employee, Partner or Director of or associated with the Practice in procuring, arranging or assisting with a money lending activity or transaction (with or without security) whether alone or in conjunction with any other person save only where that person's involvement is as to provision of legal advice and/or drawing of documentation and matters reasonably incidental thereto.

- 3.11 any Claim arising in connection with the Insured or any Employee, Partner or Director of or associated with the Practice providing a financial service in respect of which that person was licensed or authorised under Chapter 7 of the Corporations Act 2001.
- 3.12 any Claim arising in connection with the provision by an incorporated multi-disciplinary practice or a multi-disciplinary partnership with which the Insured is associated of a service other than a legal service of the type usually provided by a legal practitioner in private practice in the jurisdiction.

Practice / Partnership dispute

- 3.13 any Claim arising in connection with any dispute between Partners, proposed Partners or alleged Partners of a Firm, Directors, proposed Directors or alleged Directors of a Company Practitioner.
- 3.14 any Claim arising in connection with any alleged breach by any party:
- (a) of any contract of employment to which the Insured or the Firm or Company Practitioner of which the Insured is a member, is a party;
 - (b) of any contract for supply to or use by the Insured or the Firm or Company Practitioner of which the Insured is a member of services and/or materials and/or equipment and/or other goods.
- 3.15 any Claim arising in connection with an express warranty, guarantee, indemnity or other contractual undertaking to the extent that:
- (a) it extends a duty of any Insured beyond exercising the standard of care and skill reasonably to be expected in the circumstances; or
 - (b) it increases the compensation or damages for which any Insured is liable for breach of duty beyond the amount that would be payable in the absence of any such express contractual provision.
- 3.16 any Claim made by an Insured shown in the Evidence of Insurance Cover.

External Factors

- 3.17 any Claim directly or indirectly caused by or contributed to by or arising from:
- (a) ionizing radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
 - (b) radioactive toxic exposure or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - (d) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 3.18 any Claim arising from any flaw or malfunction in or inadequate or lack of programming of the Insured's information technology system, computer software or hardware resulting in a failure to manage or to function accurately with respect to date, time or time limitation.

Geographical

- 3.19 any Claim arising out of any liability incurred in connection with the Practice of an interstate legal practitioner to whom, or to whose Firm, a Certificate of Insurance has not been issued.
- 3.20 any Claim brought against the Insured for joint or vicarious liability for the acts or omissions of an interstate legal practitioner to whom, or to whose Firm, a Certificate of Insurance has not been issued, whether by reason of the fact that the interstate legal practitioner in question is found to be the Insured's Partner, fellow Director or Employee or for any other reason.
- 3.21 any Claim arising out of any liability incurred in connection with a practice conducted outside or primarily outside the Commonwealth of Australia.

4. SPECIAL CONDITIONS

The Insurers are not entitled to avoid, repudiate or refuse insurance

- 4.1 The Insurers may not avoid, repudiate or rescind this Certificate of Insurance upon any ground whatsoever, including in particular non disclosure or misrepresentation.

Substantial prejudice as a result of Insured's Breach

- 4.2 Where:
- (a) the Insured's breach of or non-compliance with any term of the Scheme has resulted in substantial prejudice to the handling, settlement or defence of any Claim against the Insured; and
 - (b) the Insurers have indemnified the Insured pursuant to this Certificate of Insurance;

the Insured shall reimburse the Insurers the difference between the amount paid out by the Insurers with respect to the Claim and/or Defence Costs and the amount that would have been payable in the absence of any such breach or non-compliance.

Fraudulent Claims

- 4.3 If a Claim for indemnity or part of a Claim for indemnity made under this Certificate of Insurance is fraudulent, the Insurers may refuse payment of the whole Claim or of that part of the Claim which is fraudulent, respectively.

5. NOTIFICATION OF CLAIM

- 5.1 The Insured must give notice in writing to the Insurers of any Claim made against the Insured during the Period of Insurance as soon as practicable after the Claim is made.
- 5.2 Any notice to be given to the Insurers will be deemed to be properly made if served on Law Claims, Level 3, 132 Franklin Street, Adelaide or DX 400 Adelaide (or such other address that may be notified by the Society).

6. DUTY OF INSURED

- 6.1 The Insured shall not admit liability for, or settle, any Claim for which indemnity is sought pursuant to this Certificate of Insurance or incur any costs or expenses in connection with any such Claim without the consent of the Insurers (such consent not to be unreasonably withheld) and subject to clause 8.1 below.
- 6.2 The Insured will cooperate fully with and provide all information, documents and, assistance as may reasonably be required by the Insurers, Law Claims, and legal representatives appointed by them.
- 6.3 The Insured agrees, in favour only of Insurers, Law Claims and legal representatives appointed by them, to waive any Claim for legal professional privilege to the extent only that the privilege otherwise would prevent any legal representative appointed by Law Claims and Insurers from disclosing information to them.
- 6.4 The Insured will comply with any request or direction of the Society or the chairman of the Claims Committee made pursuant to the terms of the General Scheme Provisions or the Master Policy.

7. CONDUCT OF DEFENCE / SETTLEMENT OF CLAIMS

- 7.1 The Insurers shall be entitled (save as for provided for in clauses 3.5 and 8) at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim notified to Law Claims on behalf of the Insured or served on Insurers pursuant to any rules of court.
- 7.2 The Insurers are entitled, if requested by the Insured pursuant to clause 3.5, to exercise such authority conferred pursuant thereto to bind the Insured to an agreement to reimburse, repay or waive any such fees charges or disbursements.

8. RESOLVING A DISPUTE AS TO WHETHER TO DEFEND A CLAIM

- 8.1 Neither the Insured or the Insurers shall be required to contest any legal proceedings or Claim against an Insured unless a Queen's Counsel (to be mutually agreed by the Insurers and the Insured or failing agreement to be appointed by the President of the Society for the time being) shall advise that such proceedings or Claim should be contested. For this purpose the proceedings which the Queen's Counsel is to advise on shall include any Claim, defence, cross claim, or other related proceedings which give rise to a claim to refund, account for, or pay damages calculated by reference to any fee charged or disbursement rendered or incurred by the Insured or a claim by the Insured for payment of any fee, charge or disbursement.
- 8.2 The following shall be paid by the party against whose contention such advice is given:
- (a) the fees of Queen's Counsel;
 - (b) any costs incidental to the obtaining of Queen's Counsel's advice;
 - (c) any costs incurred by the maker of the Claim between the date of the request for a Queen's Counsel to advise and the receipt of the advice;
 - (d) any amounts of interest or damages properly claimable by the maker of the Claim by which the quantum of the Claim has been increased during the period between the date of the request for and the receipt of the advice.
- 8.3 In formulating the advice whether or not the proceedings should be contested, Queen's Counsel shall (but without delimitation) take into consideration the economics and commercial practicalities of the matter, the damages and costs which are likely to be recovered by or from the maker of the Claim or any other party, the likely Defence Costs and the prospects of the Insured successfully defending the Claim, and shall have regard to all aspects of the then known evidence.
- 8.4 In the event that Queen's Counsel advises that a Claim should not be contested, or that such Claim should be settled up to an amount which in the opinion of Queen's Counsel is a reasonable amount to offer the maker of the Claim, and the Insured elects to contest or not to settle the Claim, then Insurers' liability shall not exceed the amount for which (in the opinion of Queen's Counsel) the Claim ought to have been so settled, together with Defence Costs up to the date of the Insured's election.
- 8.5 For the purposes of this clause 8 "Queen's Counsel" includes any Queen's Counsel or Senior Counsel who holds an appointment as such in any State or Territory of Australia.

9. DISPUTE BETWEEN INSUREDS

- 9.1 If a dispute arises between two or more Insureds who are Insured under different Certificates of Insurance (whether issued in relation to this Scheme or any other amendment of the original scheme) as to which of them is liable to the maker of a Claim and if more than one, as to the proportional liability of each Insured, such dispute shall be referred to a legal practitioner of not less than ten years standing mutually agreed upon and nominated by the Insurers and the Insured or, failing agreement, nominated by the President of the Society for the time being.
- 9.2 The nominated legal practitioner shall give a brief written opinion as to:
- (a) which one or more Insured (if any) is or are, in their opinion, likely to be found liable to the maker of the Claim; and
 - (b) the appropriate apportionment of liability between each such Insured if they think more than one Insured is likely to be found liable to the maker of the Claim.
- 9.3 The nominated legal practitioner shall give the opinion:
- (a) as an expert, not as an arbitrator;
 - (b) on the basis of written documentation and submissions provided by each or all of the Insureds but without the hearing of oral evidence or representations; and
 - (c) on the basis of what they believe is just and equitable in the circumstances.
- 9.4 The opinion shall be binding on the Insureds and the Insurers and the defence or settlement of the Claim shall be conducted in accordance with the opinion.

- 9.5 The costs of the nominated legal practitioner shall fall within and be treated as Defence Costs but shall be appropriated to each such Insured in the proportions determined pursuant to clause 9.2(b).

10. THE INSURER'S RIGHT OF SUBROGATION

The Insurers waive any right of subrogation against any Employee of the Insured save where those rights arise in connection with a dishonest or criminal act of that Employee.

11. DISPUTE BETWEEN AN INSURED AND INSURERS

Unless otherwise expressly provided for any dispute or disagreement between the Insured and the Insurers arising out of or in connection with this Certificate of Insurance may at the request of both of them be referred to a legal practitioner of not less than ten years standing, such legal practitioner to be mutually agreed by them or, failing agreement, to be appointed by the President of the Society for the time being. The legal practitioner appointed shall act as an expert and not as an arbitrator and his or her decision (including as to all matters of costs) shall be final and binding upon both parties.

12. NATIONAL FIRMS

12.1 If: -

- (a) the Practice is or was conducted in two or more States or Territories of Australia; and
- (b) other insurance exists which confers indemnity for any liability in connection with the conduct of the Practice in another State or Territory ("the other State");

the Insured will not be indemnified with respect to any Claim arising predominantly from:-

- (i) an act and/or omission which occurred predominantly in the other State;
- (ii) multiple acts and/or omissions which occurred predominantly in the other State;
- (iii) an act and/or omission of a person who was, at the time that act or omission occurred, resident in the other State; or
- (iv) multiple acts and/or omissions by one or more persons who were, at the time that the acts and/or omissions occurred resident in the other State.

- 12.2 If there is a dispute about whether this exclusion applies, the Insured and the Insurer agree to be bound by expert determination of the dispute (and where possible any related dispute with the Insurer in the other State) by an expert appointed in accordance with and having the powers conferred by clause 11.

13. USA AND CANADA

13. Any Claim made or brought against the Insured:

- (a) in any court or arbitration within the United States of America ("USA") or Canada or the territories or protectorates of the USA or Canada; or
- (b) to which the law of the USA or Canada applies; or
- (c) for the enforcement anywhere in the world of any judgment order or award obtained under the laws of the USA or Canada or in any court or arbitration in the USA or Canada;

shall be subject to the following conditions and exclusions notwithstanding anything appearing in the Certificate of Insurance to the contrary.

13.1 Conditions

For the purposes of this clause only:

- (a) the excess shall apply to defence costs and claimant costs; and
- (b) the total liability of Underwriters for Claims which fall within the terms of this Clause shall not exceed in the aggregate the sum insured specified in the Evidence of Insurance cover which sum shall not be reinstated.

13.2 Exclusions

The Insurers will not indemnify the Insured in respect of:

- (a) any liability for civil or criminal fines or penalties double or treble damages any multiple of compensatory damages punitive damages exemplary damages or aggravated damages;
- (b) any Claim alleging:
 - (i) anti-trust violations;
 - (ii) the monopolisation of or the unlawful restraint of trade business or profession or conspiracy to damage another in trade or business;
 - (iii) violation of the Employee Retirement Income Security Act of 1974 as amended by the Consolidated Omnibus Budget Reconciliation Act of 1985 and any subsequent amendments or related federal state provincial municipal or local law or common law;
 - (iv) violation of the Securities Act of 1933 as amended the Securities Act of 1934 as amended any state Blue Sky or securities law or similar federal state provincial municipal or local law regulation or order;
 - (v) violation of the Racketeer Influenced and Corrupt Organisation Act of 1961 any amendments of that Act or any rules or regulations pursuant to the Act or similar federal state provincial municipal or local law regulation or order;
 - (vi) violation of laws prohibiting deceptive or unfair trade or business practices or unfair competition;
 - (vii) violation of any other federal state provincial municipal or local law regulation or order;
- (c) any liability for any kind of Seepage Pollution or Contamination howsoever caused;
- (d) any liability for asbestos or any asbestos containing materials in whatever form or quantity;
- (e) any liability for death disease or bodily injury including shock mental anguish mental injury humiliation or emotional distress;
- (f) any Claim based on, arising out of, relating to or involving directly or indirectly any actual or alleged misuse, plagiarism, infringement or violation of any copyright, trademark, patent service mark, trade name, trade secret, design rights, database rights, rights in respect of domain names, rights of confidentiality or other intellectual property rights whether or not formally registered.

13.3 Definitions to apply to this Endorsement

For the purposes of this clause:

"Seepage Pollution or Contamination" includes but is not limited to:

- (a) seepage of or pollution and/or contamination by anything including but not limited to any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation or defined as a "toxic substance" by the Canadian Environmental Protection Act of 1999 as amended for the purposes of Part 2 of that Act or any substance designated or defined as toxic dangerous hazardous or deleterious to persons or the environment under any other federal state provincial municipal or other law ordinance or regulation; and
- (b) the presence existence or release of anything which endangers or threatens to endanger the health safety or welfare of persons or the environment.

14. JURISDICTION AND SERVICE OF SUIT

14. Save for the dispute resolution procedures expressly provided for in this Certificate of Insurance, the Insurers agree that:
- (a) in the event of a dispute arising under this Certificate of Insurance the Insurers will submit to the exclusive jurisdiction of any competent Court in the Commonwealth of Australia. Any such dispute shall be determined in accordance with the law of South Australia;
 - (b) any summons, notice or process to be served upon the Insurers may be served upon Law Claims at its then current business premises and that upon service being effected the Director of Law Claims has authority to accept service and to enter an appearance on the Insurers' behalf;
 - (c) if a suit is instituted against any one of the Insurers, all the Insurers will abide by the final decision of any competent court in the Commonwealth of Australia;
 - (d) this Insurance is not required to comply with the Insurance Council of Australia's General Insurance Code of Practice.

THE LAW SOCIETY OF SOUTH AUSTRALIA
LEGAL PRACTITIONERS' PROFESSIONAL INDEMNITY INSURANCE

EVIDENCE OF INSURANCE COVER

for the period ending 30th June 2011

No.: «CERTNO» Master Policy No. 2010 S.A.

The Insured / Practitioner: «NAMES1» «SURNAME» «SUFFIX1» «SUFFIX2» «SUFFIX3»
 «NAMECOMPANY_PRACTITIONER»
 «FIRM»

Principal Address at which the Insured / Firm / Company Practitioner now practises:
 «ADDRESS1»
 «ADDRESS2» «POSTCODE»

Period of Insurance:

From: «INSUR_DAY» «INSUR_MTH» «INSUR_YR» to 30th June 2011 both days inclusive

Sum Insured: \$2,000,000.00 each claim (inclusive of Defence costs)

Deductible / Excess: Refer Certificate of Insurance, Clause 2

Contribution: \$«INSUR_AMOUNT»

Administration Fee: \$«ADMIN_LEVY»

DATED at Adelaide the «TODAY_DAY» day of «TODAY_MTH» «TODAY_YR»

The under mentioned Insurers severally agree each for their own part and not one for another for the proportion set against their name to indemnify the Insured in accordance with the terms and conditions contained in the Legal Practitioners Professional Indemnity Insurance Scheme 2010.

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|-----|-----------------------------------|-----|
| (a) | Certain Underwriters at Lloyds | 75% |
| (b) | QBE Insurance (Australia) Limited | 25% |



Gallagher Broking Services
Suite 2
58 Beulah Road
NORWOOD SA 5067
ABN 33 061 063 303

Graham Vasileff
Divisional Manager
Professional Services
Gallagher Broking Services

Authorised Signatory

This document is issued as evidence of insurance only. Please refer to the Legal Practitioners Professional Indemnity Insurance Scheme 2010 for the full terms & conditions of cover which document can be viewed at www.lawsocietysa.asn.au