

## EXTENDED CONTINUOUS COVER

It is hereby declared and agreed that the Continuous Cover Extension in the Policy is deleted and replaced by the following:

### Extended Continuous Cover

We Cover You for any Claim, otherwise Covered by this Policy, arising from a Known Circumstance (notwithstanding the exclusion for Claims arising from Known Circumstances within this Policy) if:

- a) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such Known Circumstance; and
- b) where prior to the Period of Insurance stated in the Policy Schedule the Insured first became aware of a fact, situation or circumstance which might give rise to a Claim but only:
  - i. during a period of insurance in which We continued without interruption to be Your professional liability insurer until this Policy came into effect; or
  - ii. during a period of insurance in which the immediate previous insurer continued without interruption to be the insurer until a period of insurance specified in (i) above; and
- c) if there was no interruption between the periods of insurance specified in (i) and (ii) above; and
- d) had We (or the said previous insurer) been notified by You of the Known Circumstance when You first knew of it, You would have been entitled to Cover under the policy in force at that time but are not now entitled to be Covered by that policy, and You would (but for the Known Circumstances exclusion of this Policy) otherwise be Covered under this Policy; and
- e) neither the Claim nor Known Circumstance have previously been notified to Us or to any other insurer.

If You still have an entitlement to indemnity, in whole or in part, under another policy then this Continuous Cover extension does not apply to provide indemnity under this Policy.

We may reduce the amount We pay out under this extension by the amount of any prejudice We may suffer in consequence of any delayed notification to Us or the previous insurer.

The Policy Limit of the Cover We provide under this extension is the lesser available under the terms of the policy in force at the earlier time referred to in paragraph b) (i) or (ii) above, or under this Policy, and the terms of this Policy otherwise apply.

Entitlement to Cover under this extension is conditional upon the receipt of all Policy Documents requested by Us. For the purposes of this extension, 'Policy Documents' means:

- (i) the policy schedule;
- (ii) the policy wording; and
- (iii) any endorsements attaching to (i) and (ii) above; issued to You by the immediate previous insurer for each professional liability policy in force from the time You first became aware of a fact, situation or circumstance which might give rise to a Claim to the period of insurance specified in paragraph b) (ii) above; and
- (iv) each professional liability proposal form submitted by You in application for insurance for the periods of insurance referred to in paragraph b) (ii) above and relied upon by the immediate previous insurer.

In all other respects the Policy remains unaltered.