



JURISK!

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CELEBRATING

10

YEARS

Content

Page 2	Chairperson's Message
Page 4	A Dot of Ink
Page 5	Our PII Scheme Over The Years...
Page 10	An Unforgettable Experience
Page 13	Hindsight is Insight
Page 16	Best Practice Tips - Pullout
Page 20	Stress Management Tips
Page 21	PII Did You Know?
Page 24	Online Submission-Proposal Form
Page 25	Pengalaman Lalu Jadikan Iktibar
Page 28	PII Tahukah Anda?
Page 31	PII Scheme Panel Solicitor List
Page 32	NOTIFY! NOTIFY! NOTIFY!

of Risk Management Publication

CHAIRPERSON'S MESSAGE

We welcome you to the 10th publication year of the Professional Indemnity Insurance ("PII") Committee's risk management newsletter, *Jurisk!*

It has been a rewarding and successful journey thus far for all us and we wish to record our sincerest thanks to Members who have continuously supported the Scheme and its goals.

The Scheme has come far, and has achieved many, many milestones. In its formative years, this could not have been achieved, if not for the united voices of Members, who united in stance during Bar Council Annual General Meetings to voice their disapproval of the way the Scheme was being managed. Because of such feedback, the PII Committee has come a long way in trying to achieve the best for Members. Among key milestones:

Eradication of Loading upon Notification

Members are no longer penalised for the mere notification of a claim. Members are only imposed a loading on their premium if and when the Insurer makes a payment on their claim. Having said that, the Insurer reserves the right to set aside the notification if it is not done within the given timeframe of 60 days. Even if in doubt about a circumstance or event that may or may not lead to a claim, notify the Broker anyway, providing the Broker with as much detail as possible so that you can be well advised.

Optimum Premiums

Due to our rigorous approach in educating and disseminating vital information to Members, and the successes of the Committee's risk management programme, we have managed to reduce claims. This in turn translated to lower premiums for Members to enjoy. Whilst there are still voices that call for even lower premiums, members must appreciate that the coverage and extend of their policy is one of the best.

More Transparency

There was a time, when vital statistics of the Scheme was kept away by the Insurer from Bar Council. We have fought hard to gain valuable information that strengthened our position to negotiate for better terms, condition and coverage. Today, at any one point, we can procure vital information from the Insurer and Claims Manager whenever the need arises.

Self-Insured Fund

The PII Committee conducted an extensive research into the start-up of Bar Council's very own Self-Insured Fund ("SIF") and a working paper was put forth in a motion during the AGM, which was unanimously passed. We are currently awaiting for approval from the Attorney General, after which the SIF can progress as planned.

The PII Committee, while proud of what it has achieved so far, realise that there is still more work to be done, especially if SIF were to be given the necessary go-ahead and approval. Members should be reminded that, it very well means that the yearly contributions will be used to pay for actual claims against the SIF. Continuous effort and overview should be in place with regards to managing their respective practices better.

Members must understand that risk management and best practices, as well as quality standard operating procedures will be the only way to shield their Firms away from potential liability, and at the same time maintain quality legal services.

CHAIRPERSON'S MESSAGE

In preparation for a SIF, our PII and Risk Management Department have continued its work in churning out publications, tools and aides, and workshops specially tailored to help Firms formulate better risk management and better best practices. We now have a dedicated risk management website, www.PRAKTIS.com.my, where Members can visit and get information on suggested best practices, read Bar Council circulars, get latest updates on claims, hosts a variety of articles, checklists etc. We urge Members to use this website and encourage your staff to visit the website to gain information on risk management for the legal practice.

To commemorate 10th year of *Jurisk!*, we have interesting articles lined up for you that could make you better appreciate and understand the Scheme today, read personal experiences of our own Members who had a claim against them and case studies based on actual claims.

Readers are given a rare insight into the minds of some of the Committee's long-standing Members as they share their insight and personal experiences with regards to the Scheme, using their own voice, in their own words. I urge all Members to read the interview – it will hopefully provide you with varying viewpoint on how the Scheme is run, how difficult it has been, and how there is still much improvements to be made.

For the first time this issue features interviews with two Firms who have been sued in the past. They shared their personal claims experiences, the issues that lead to them being sued, the steps taken during the management of them claim, and what the Firm does today to avert such situations in the future. Whilst it is unfortunate for these firms to have experienced such claims in the first place, we thank them for agreeing to take part in the interview to share with other Members of the Bar so we could all learn from their experience.

I wish to reiterate once more, that the PII Committee leaves open many doors and avenues for disgruntled and unhappy Members to contact us with your problems and grievances. Regardless of the types of problems relating to the Scheme, or with the Scheme Stakeholders, we are always here to listen and help where possible.

If Members are facing any unresolved issues or problems with their current claims, do contact the PII Committee for help and guidance.

Ragunath Kesavan

Chairperson

PII Committee

Email: ragunath@kesavan.com.my

Telephone: 03-2095 2299

Inside This Issue...

...in conjunction with *Jurisk!*'s 10th anniversary, we sat down with members of the Professional Indemnity Insurance ("PII") Committee for a candid look at the Malaysian Bar's PII Scheme, the members' personal and professional experiences of it and their hopes for its future.

We have, also for the first time, featured interviews with Members of the Bar who have experiences with claims. Two firms were interviewed on the nature of their claims, their experiences dealing with stakeholders of the PII Scheme and the current post-claims state of their respective firms.

The *Jurisk!* Editorial Team wishes to accord its most sincere appreciation to everyone involved in the interviews for taking time out from their busy schedule to accommodate our requests.

Also included in this issue are some very important case studies on time management and knowledge of the law, where the lack of either — or of both — could have serious ramifications for law practices. We have compiled a "Best Practice" segment in our centrefold, which is easily removed for strategic placement at your work area.

Happy reading!

The *Jurisk!* Team

Risk Management Workshops

Getting Started!

Get the inside on legal practice from senior lawyers. Learn key points to start your practice and to keep it running smoothly. Whether you are starting a firm, needing a refresher or joining a partnership, this is a workshop not to be missed!

The *Getting Started!* Workshop has been around since 2007 and was organised outstation in the states of Kelantan and Terengganu.

The workshop will be organised at Johore Bar on 29 Aug 2014.

Risk Management for Staff ■■■

A one-day training that benefits ALL staff in law firms including office managers, paralegals, secretaries and support staff. The training is designed specifically for legal firm staff, delivered by experts and senior lawyers. Topics include client communication, time management, accounting practices, workflow methods, file management and more.

Outstation training was organised for firms in Kedah (2011) and Penang (2013 and 2014).

Contact the PII and Risk Management Department if you would like to attend the Kuala Lumpur Workshop in October 2014.

Billings & Collection

Prompt payment by clients – every lawyer's dream! Attend this brand new Workshop to find out how you can keep your Firm's finances in the pink and avoid cash flow problems. The Workshop provides training on:

- managing cash flow
- billing "how tos", tracking, systems etc
- fee agreements
- managing client expectations
- ethical billing and more!

The Workshop will be introduced this year and is especially catered for young lawyers and sole proprietors. Contact the PII and Risk Management Department if you would like to attend the Workshop in 2014. Registrations are currently open.

Refer to Bar Council circulars for scheduled dates or contact the PII and Risk Management Department or your State Bars to find out more.

Bar Council retains the right to modify the above programmes without prior notice, and shall accept no liability for any loss or inconvenience as a result of any amendments.

Our PII Scheme Over The Years...

In light of *Jurisk!* celebrating a prominent milestone in its publication history, the Editorial Team sat down with a few Members of the Professional Indemnity Insurance ("PII") Committee for a chat on their individual experiences with the Scheme. Dhinesh Bhaskaran, G Balakrishnan, Lawrence Pereira and GK Ganesan share their experiences below.

Q1 On what encouraged them to join the PII Committee...

...most of them felt that at the time of their joining, the Scheme was in desperate need of repair and damage control, and this was a driving factor in their joining the Committee. Some even joined at the request of the Chairperson of the Committee based on their actual past experiences in the insurance industry.

Dhinesh :

When I joined in 2004, I felt that the Scheme was in a state of flux, and I wanted to contribute to the development of the Scheme.

Balakrishnan :

Since I have an insurance background, 10 years of working experience in the insurance industry, I believed I could contribute to the PII Committee.

Lawrence:

The then Chairperson of the PII Committee invited me to join as my experience in the insurance industry was extensive. The Chairperson felt I may be able to assist in dealing with the more difficult challenges the Scheme was facing, especially in interactions with the Broker and the lead Underwriter at the time. I felt I could contribute positively and I have served the Committee ever since.

GK Ganesan:

A common complaint in the AGMs of years past was that of insurance companies increasing the premium of legal practitioners whenever any of their respective clients decided to sue them. This resulted in a massive increase in the premium payable by a legal practitioner.

This prompted some firms to ask their partners to leave. When the relevant solicitor joined another firm, the insurance company would then demand the new firm pay a very high premium. It created a great deal of hardship.

This prompted me to join the PII Committee, and I have stayed on thereafter. The Committee has since worked to bring about a number of changes, one of them being that Bar Council should take out, on behalf of Members of the Bar, a "group policy" for every Member of the Bar. Over the years, the premiums have been dropping; what started off as RM1,500 has currently been reduced to about RM1,140 per Member.

Q2 On how different the PII Scheme was when they first joined, compared to how it is managed now...

...everyone had the same reply: There is a vast difference to the Scheme of old to what the Scheme stands for today. Everyone was in agreement that the Scheme is run much more efficiently and it is evident that, to these Committee Members, Bar Council's Members' welfare remains paramount.

Dhinesh :

There is a lot more oversight by the Committee over the Broker, and more interaction with the Insurers and Reinsurers.

Balakrishnan :

When I joined the PII Committee, a new Chairperson was appointed, and the Committee Members who were appointed were dedicated and committed to improve the Scheme. The Committee worked very hard and appointed a Broker who was very amenable to our suggestions and co-operated to improve the Scheme.

Lawrence:

The PII Scheme was initiated by Bar Council to accord a degree of protection to the public whose interest were prejudiced consequent to acts of negligence and misconduct by practitioners. Although Bar Council had established a fund to compensate the victims, this was inadequate. When a PII Policy was mandatory for all practitioners, the concept of a Master Policy in the name of Bar Council for the benefit of its Members was explored and put into place.

In its formative years, the Scheme did well, however as coverage progressed to include defamation, acts of dishonesty and misappropriation of funds, the losses spiralled and domestic Insurers suffered heavy losses and withdrew from the Scheme. The Scheme was on the verge of collapse!

It was indeed a very difficult time for the PII Committee. Premiums went up. Firms and practitioners with claims record were penalised with loadings. The lead underwriter at Lloyd's took an uncompromising position and imposed terms quite stringent and punitive. The PII Committee was virtually at the "mercy" of the lead Underwriter! This situation was compounded by a very tight worldwide insurance market. Capacity was limited. It was an insurer's market.

There was no room to negotiate favourable terms. The Underwriter took the position of "take these terms at rates dictated or go elsewhere!"

It soon became evident to the PII Committee that drastic measures had to be taken to ensure the viability of the Scheme and protect the interest of Members. Root problems were identified and the PII Committee moved towards taking a greater control over the Scheme.

GK Ganesan:

Very different. So different, in fact, that I can't even recall those horrid days.

There was very little management of the PII Scheme in the old days. There is a great deal of management, checking, and rechecking in the current management.

We know for instance, how many suits have been taken out against lawyers, why they were taken out, how much monies were paid out in settlement, how much risk the Insurers had been exposed to, and the Insurer's yearly profit margin.

There was a time when the Insurer, the Broker and the Claims' Manager would refuse to give us these figures. Well, we battled on. Today, our Insurer basically discloses all of the facts and figures that we ask for. That has helped us negotiate better deals for Members of the Bar.

Q3 On what the common misconceptions Members of the Bar continue to have about the PII Scheme...

...the Committee Members feel that the common misconceptions of Members of the Bar stem from being misinformed and by them not putting in as much effort as they should to understand the nuances of the Scheme and its coverage. Most misconceptions have been perpetrated by older Members of the Bar who were in practice during the darker days of the Scheme and have not updated themselves since.

Dhinesh :

Some Members still feel that the Scheme is a burden or that premiums are too high. However, when one examines the Scheme, its purpose and track record, it is clear that the Scheme is essential and the premium that the Committee negotiates annually is fair and reasonable.

Balakrishnan :

The majority of Members are ill informed of the insurance industry, and they are of the view that the premium charged is very excessive, for risk covered by the Insurer. I am of the view that the premium which we have negotiated and the terms and conditions offered to us, is one of the best in the market.

Lawrence:

No matter how efficiently a PII Scheme is run and managed, there will be misconceptions particularly from those who feel the PII Committee is not doing enough to assist them over matters relating to claims. The PII Committee needs to be conscious of this and take proactive stance to assist Members when problems arise. The Members can be demanding at times. This is inevitable. But if service is prompt and efficient, they would be “forgiving”.

GK Ganesan:

There are many. Members usually aren’t bothered to communicate with us unless they get into trouble. When they do, they come to the Committee with complaints as to why we have not done this or that and why we aren’t protecting their rights. Most of these complaints arise from the fact that Members do not read the fine print of their Policy.

For the Indemnity Insurance Scheme to work, it requires diligence and care from Members of the Bar; they must manage, and manage well, their own professional and business affairs. Members seem to think that it is the duty of Bar Council and its staff to protect indolent Members who do not take the right proactive steps. This has been a major problem for the PII Committee.

Q4 With regards to changes made to the PII Scheme in recent years, which change, in their opinion, had the biggest impact on the Scheme...

...the answers to this poser attracted various answers from the interviewed Members.

Dhinesh :

The single biggest change has to be when the Committee got rid of claims loading in the form it was being imposed some years ago. The loading was onerous, and caused severe financial implications for many Members.

Balakrishnan :

The biggest impact is the appointment of Sub-Committees to review and recommend the settlement of Members’ claims and the services provided by the new Broker.

Lawrence:

The focus on education in my view was the most important. In the early years, the ignorance of Members of Policy terms caused serious problems when seeking indemnity. The PII Committee realised that Members had to be made aware of the risks involved if a practice is not effectively managed. Merely paying a premium will not assure a settlement of a claim!

Today Members are better informed. They are aware of the risk factors and have taken proactive measures to address these. The result has been a more profitable PII Scheme with Members enjoying lower premium and better coverage. Hopefully this will be a continuing trend.

GK Ganesan:

The simple answer would comprise of two elements: the group insurance Scheme that spreads the risk of malpractice suits across the entire membership, and the steps that the PII Committee has taken to have risk management measures put into place.

Q5 On whether they felt that Bar Council Members would be better off if the PII Scheme was based on an open market concept, as opposed to a Mandatory Scheme...

...most were in agreement again that a unified Scheme under one umbrella coverage serves Members in the best way possible. Economic conditions and the lack of suitable PII Insurers in the open market in the country would impose a heavier burden on Members should they be allowed to shop for their own respective coverage.

Dhinesh :

No. There must be uniformity, accessibility and affordability of cover, which is best achieved through a Mandatory Scheme.

Balakrishnan :

Definitely not. In the open market the premium rates would be very high and the terms and conditions would be stringent, whereas in a Group Scheme the Members would benefit in respect of the terms and conditions of the policy and the premium rates. Our Scheme is one good example.

Lawrence:

In my view, if the PII Scheme was not made mandatory it may not benefit Members in the longer term. A Mandatory Scheme works on the principle that every Member contributes towards a “pool” to ensure coverage for all at an affordable rate.

A Mandatory PII Scheme with substantial premium in the “pool” is in a stronger position to negotiate terms that are not too onerous during difficult times. So in my view, the Mandatory Scheme cannot be dispensed with.

GK Ganesan:

I think it is an economic question because there are not many Insurers that are interested in running PII schemes. The point is that the law requires us to have Mandatory PII coverage. If there are 100 insurance companies prepared to offer that service, then why not? If there are only five, then Bar Council has to step in and choose that which best protect the interests of the Members of the Bar. The Committee must always balance the notion that the public must be adequately compensated in the event an advocate and solicitor has been negligent against the interests of Members of the Bar. It is a difficult balance, but I think Bar Council has got it right. It is not perfect, but it's a work in progress.

Q6 On how else Members and Firms can improve in terms of Risk Management...

...most felt that much, much more can be done in this area, especially when it has been proven that by engaging in active risk management practices and standard operating procedures, mistakes and oversights can be a thing of the past.

Dhinesh :

Members can help tremendously by implementing basic risk management steps in their firms, and by ensuring that these steps are rigorously followed.

Balakrishnan :

Firstly Members should read their risk management manuals and our *Jurisk!* I am of the view if one strictly follows the instructions as stated in the manuals, then their practice will be free of any risk. Their success will contribute to the overall success of the Scheme. If there are no claims or claims are reduced then we will be able to negotiate for lesser premiums, better terms and more funds will be at our disposal.

Lawrence:

Presently, Members are conscious of their responsibilities with regard to the Scheme and have taken proactive measures and steps to avert or minimise risks.

The concern I have is complacency setting in, wherein Members may enter a “comfort” zone and inadvertently relax the controls put in place. This must not be allowed to happen. A practice must be continuously supervised by the Partners to ensure professional and ethical standards are maintained at a high level.

Members should also maintain a communication channel with the PII Committee. The Committee may not be aware of all changes which are taking place which would have a bearing on risk exposures. These may be unique to certain Firms. Regular feedback from Members will certainly assist the PII Committee.

GK Ganesan:

I look forward to the day when the Bar Council can force every firm to adhere to a standard method of risk management. Members of the Bar naturally do not like being told what to do, being very clever lawyers. However, very clever lawyers do not make very good financial managers or administrators.

When you have a small firm, and you're struggling to keep your expenses down and don't have much work, it will sound a bit too much if you are expected to employ a full-time professional to deal with, for example, file management. A small practitioner is, by the force of circumstances, a jack-of-all-trades.

Today the PII Committee runs major workshops across the entire country (which Members do not take the trouble to attend), runs a very informative and regular magazine with very useful tips (to which Members of the Bar refuse to contribute articles to), and continues to fight with our Insurer and Broker for better coverage and better terms every year.

Q7 On where they see the PII Scheme in 5 years...

...again, here, there was a unified stand amongst them as they all hold similar visions for the future: which is the formation of a self-insured fund.

Dhinesh :

Hopefully by then the Scheme will be ready for conversion into a Self-Insured Fund ("SIF").

Balakrishnan :

In five years' time, our Mandatory Scheme would be an example of how well we have managed our PII Scheme and we will have sufficient funds to manage a Self-Insured Scheme in the near future.

Lawrence:

A strong foundation has been laid for the Scheme. Today the PII Committee is very much in control of the Scheme. Notwithstanding this, there are risk exposures beyond its control. The Scheme relies on Reinsurers for coverage. Since the experiences of Reinsurers are cyclical, heavy underwriting losses sustained from their worldwide operations may adversely impact the PII Scheme resulting in rates being revised upwards even though the PII portfolio is profitable.

The PII Committee is aware of this possibility. I feel it is timely for SIF to be put in place to meet the challenges of the future. The Scheme is profitable. There is sufficient data to formulate a Scheme which will not overly expose the SIF to losses. The PII Committee is proactively considering a SIF Scheme and I expect this to come into force within the next three years.

GK Ganesan:

I would like to see a self-insured scheme. I would like to see the Malaysian Bar manage its own professional indemnity scheme. I would like to see it managed by an independent professional appointed by Bar Council and the accounts shown to all Members every year at the AGM.

Any excess money left by the scheme should be used to assist the Members of the Bar, by updating its libraries and improving conditions of the various State Bars.

We spend our entire lives protecting the rights of other people. When we get into trouble, there is no one to protect us except ourselves. If you will not look after members of your own family, who will?

AN UNFORGETTABLE EXPERIENCE

IP Interview No 1:

The IP who had risk management in place

IP were the Solicitors for their clients who were the Vendors in the Sale and Purchase Agreements ("SPAs") for the sale of two pieces of land to the Claimant.

Both SPAs contained terms of a stakeholding agreement whereby as Solicitors for the Vendors, the balance Purchase Price was to be held by the IP, only to be released to the Vendors after a lapse of 14 days from the date of presentation of the Memorandum of Transfers ("MOT") for registration at the Land Office.

The duly executed and stamped MOTs were presented for registration at the Wilayah Persekutuan Land Office. However, before the expiry of 14 days, the Purchaser's/Claimant's Solicitors wrote and instructed the IP to withhold payment of the Balance Purchase Price to the Vendors on the grounds that there was a road "set back" of the Properties and by reason thereof the Purchaser/Claimant had requested a reduction in price.

Pursuant to the SPA, the IP released the Balance Purchase Price to the Vendors after the expiry of 14 days from the date of presentation of the MOTs for registration at the Land Office. The Purchaser/Claimant instituted the said civil action against the Vendors and the IP as the Vendors' Solicitors to recover the refund.

The IP then notified the Claim to the Broker, Jardine Lloyd Thompson Sdn Bhd ("JLT") who then passed on the claim to the claim's administrator, Echelon Claims Consultant Sdn Bhd ("Echelon"). The Insurer, through Echelon, notified the IP that their Base Excess for this claim was to be increased pursuant to Clause 11(b) of the 2010 COL.

What triggered you to notify the claim under Bar Council's PII Mandatory Scheme?

Pursuant to our rights and coverage under the PII Policy, we wrote and sought the assistance of the Broker who then guided us on the steps and procedures we had to comply with.

What could the PII Committee do to further improve the PII Scheme?

We are of the opinion that the PII sought by the Practitioners should clearly stipulate the amount of the Base Excess and should not be subjected to further increases without the express approval of the Insured Practice together with Bar Council's PII Committee. Furthermore, we have full faith and confidence in the PII Committee and place our interest with them.

Do you feel Members will be better off if the PII Scheme was based on an open market concept, compared to a Mandatory Scheme?

We believe that for a small firm like ours, the Mandatory Scheme is preferable, simply because under such a Scheme we can seek the assistance of the Bar Council's PII Committee. In our case, at our request, the PII Committee intervened on our behalf and as a result the Base Excess was reduced from RM50,000 to its original RM20,000. We are indeed truly thankful to the PII Committee for the help extended to us.

Did your firm follow risk management practices when handling this particular case file, and how were you able to prove them?

We submitted to Echelon the memorial transactions recorded on each of our conveyancing files recording the date of the agreement, the date of payment, the deposit paid/received, the searches at the Land Office (for the purchasers) and searches at the Registrar of Companies (if the vendors and purchasers are private and limited Companies), the date of completion, stamp duties and the disbursement incurred.

Since the aforesaid claim issue, we have taken more concrete steps in terms of risk management of our firm. It is our opinion that to improve and/or contribute to risk management, the conveyancing clerk should be properly trained to record and to enter each and every transaction in the risk management book.

Did you have any unforeseen issues with regards to the Scheme when dealing with its Stakeholders ie Broker, Claims Administrator, Insurer etc?

The Broker, JLT and Echelon were responsive to our claim, and vide one of their earlier correspondence, Echelon wrote and informed us that our Base Excess under our Insurance Policy for this claim has been increased from RM20,000 to RM50,000.

In conclusion:

The IP was successful in having the Insurer reinstate their original Base Excess after successfully proving that their firm follows a risk management guideline when dealing with conveyancing matters, as allowed for in Clause 11(b)(i) of the 2010 COI.

IP Interview No 2:

The IP who had to settle

IP was the Panel Solicitor of Gold Bank. Gold Bank then appointed the IP to prepare the security documentation for a credit facility of RM3.5 million to Mr Solo (the Purchaser/Borrower) to finance his purchase of an industrial land, as well as for the IP to prepare the Sale and Purchase Agreement. Mr Solo signed the SPA with the Vendor for RM3.5 million and the SPA was given to Gold Bank. Following IP's advice, Gold Bank released the loan of RM3.5 million to the Vendor.

Shortly after the disbursement, Mr Solo defaulted on his loan, and in the process of recovering the loan, Gold Bank found a 'discrepancy' between the SPA and Memorandum of Transfer ("MOT"); in the SPA the land value was stated at RM3.5 million whereas in the stamped MOT it was RM1.2 million.

Further, Gold Bank discovered that the land search provided by the IP was incorrect as the land was not converted for industrial use and the land office receipt was a forgery. Gold Bank then proceeded to sue IP on grounds of malpractice.

The Panel Solicitor appointed by the Insurer to defend IP advised that the claim should be settled on the following grounds:-

1. The IP as the lawyer representing Mr Solo in the SPA and representing Gold Bank in the loan transaction failed to inform the Bank of the said variation in price/value.
2. The IP's appointment letter clearly required the Firm to ensure all pre-disbursement conditions were met but they had failed to ensure that the land was converted to industrial use. Despite that, IP had given their advice to Gold Bank that the Bank's interest was protected.

Briefly explain how your Claim's experience began, and how you believe your Claim was handled?

Initially I was shocked, as I have never been sued in my life. Being completely and fully aware of my rights and my duty under the PII, I notified the Scheme through the proper channels. My claim was then taken over and handled by the right personnel.

Did your firm follow/have risk management practices when handling this particular case file, and how were you able to prove them?

Yes, we do have risk management practises in place since commencement of our firm back in 1996. These include the use of checklists, status report between Legal Assistants and Partners, bank statement reconciliation, identity checks of all parties concerned, and document verification with the relevant authorities.

For this particular case, proper risk management on our end, in our Firm, was in place; this includes the fact that we had done all relevant and necessary searches including land search, bankruptcy search, ROC search etc.

Since this Claim, what other Risk Management steps have you taken? What other procedures do you feel you should pay more attention to?

We maintain our existing and established risk management practises. At the same time, lawyers must personally supervise the office staff closely and frequently.

What could the PII Committee do to further improve the PII Scheme?

I feel existing Mandatory Scheme is good and fair. But the PII Committee should think of a way to punish Firms with very bad PII records.

In conclusion:

The Insurers settled the case out of court and IP was imposed with an increased penalty excess of RM50,000 pursuant to Clause 11(b) of the COI.



Hindsight is Insight By Tan Sue Vern (Jardine Lloyd Thompson Sdn Bhd)

The situations in the case studies below could have been avoided if the lawyers had implemented good practices in their firms.

CASE STUDY No 1: Don't Forget To Remember Me – Limitation Period

On 1 April 2006, John met an accident which caused him to suffer severe head injuries. Unfortunately, John passed away 7 days later. John's father, Jack, appointed Carrie, then a legal assistant at Messrs ABC in October 2006 to bring a dependency claim against the parties responsible for his son's accident. Pursuant to Section 7(5) of the Civil Law Act 1957, the limitation period to file the dependency claim is 3 years from the date of John's death, ie 7 April 2009.

Due to delays and difficulties in obtaining the medical reports from the hospital, Carrie held on to filing of the suit. By September 2011 and

January 2012, Carrie was still writing to the hospital to request for the necessary medical reports, not realising that the limitation had already set in on 7 April 2009. Thus, even in 2011, ie 2 years after the limitation period had passed, no suit was filed.

In 2013, Carrie received a call from Jack enquiring about the progress of the case. Carrie then realised that she had failed to file the suit before the 3 years limitation period expired.

Red Alert!

- ✗ Failure to diarise the limitation date for fatal accident claims.
- ✗ Failing to recognise the different limitations periods for personal injury and fatal accident claims.
- ✗ Failure to have a proper follow up system in place to secure supporting documents.

CASE STUDY No 2 : Oops I Did It Again – Failed To Attend Court Twice!

Messrs Spears & Co was appointed to defend Crockers in a civil suit by Jimmy. Simultaneously, Crockers instructed Spears & Co to file a separate suit against Jimmy to recover outstanding debts from Jimmy. Britney was the legal assistant assigned to both case.

In the first suit, on the day of the trial it was adjourned to 10 May 2011 as the Court ordered for the list of 300 questions prepared by Jimmy's solicitors to be made available to the Court and Spears and Co. Britney mistakenly diarised 10 June 2011 as the next hearing date. However, when Britney wrote to Crockers to inform them of the next hearing date, she informed them of the correct date ie 10 May 2011.

On 10 May 2011, both Britney and Crockers were absent. As a result of this, judgment in default was granted against Crockers. Although it was unclear why Crockers was absent in court, the judgment in default could have been avoided if Britney was present in court.

In the second suit where Spears & Co was instructed to sue Jimmy for unpaid debts, Britney filed the suit in 2010. On the date of the hearing, Britney failed to attend court resulting in the suit being struck off. This was not made known to Crockers nor the partners of Spears & Co.

Crockers only became aware of this when they met with Spears & Co to discuss the first suit but at this point, Britney had left the firm. As time limits had set in, Crockers were unable to file an appeal or to apply to reinstate the suit against Jimmy.

Not surprisingly Crockers sued Spears & Co. When the Panel Solicitor defending Spears & Co requested documents, Messrs Spears & Co were

unable to provide any documents as their files were destroyed in a fire. Further they were not able to provide the Insurer and Panel Solicitor even with the basic facts of the case as they said the file was solely handled by Britney, who has since left the firm. At all times, the two suits were handled solely by Britney without any supervision!

Red Alert!

- ✗ No internal system within the firm to record and monitor court dates.
 - ✗ No proper back-up of clients' files.
 - ✗ Failure to implement proper supervisory procedures between partners and legal assistants.
-

CASE STUDY No 3 : You Can Go Your Own Way – Except When It Involves Your Client's Instructions

Messrs Fleetwood Mac & Associates was instructed by the Bank of Albatross ("BA") to file a Bankruptcy Notice against Mr Kravitz for defaulting on payments agreed and due under a Consent Judgment. The Consent Judgment was entered into in 1996 and provided for costs but no agreement was reached on the cost nor was it taxed.

When Fleetwood Mac & Associates filed the Bankruptcy Notice against Mr Kravitz, they included costs of RM600 although this was not an agreed cost or derived at by taxation. Mr Kravitz successfully managed to set aside the Bankruptcy Notice.

Fleetwood Mac & Associates was then instructed by BA to appeal the decision and to file a fresh

bankruptcy notice against Mr Kravitz at the same time. Messrs Fleetwood Mac & Associates appealed against the decision but failed to file a fresh bankruptcy notice against Mr Kravitz. Fleetwood Mac & Associates conducted a bankruptcy search and discovered that Mr Kravitz was already an adjudged bankrupt. Hence, a fresh bankruptcy notice was not filed as Fleetwood Mac & Associates were under the impression that a bankruptcy notice could not be filed against an adjudged bankrupt.

The court dismissed the appeal. By then, the time limit to execute the Consent Judgment had expired. As such, BA brought an action against Messrs Fleetwood Mac & Associates for failing to file a fresh bankruptcy notice.

Red Alert!

- ✗ Failure to prepare Bankruptcy Notice accurately.
- ✗ Lack of cross checking or supervision of the Notice against supporting documents.
- ✗ Lack of awareness and knowledge of bankruptcy laws proceedings and procedures.
- ✗ Failure to diarise the Limitation Period.

(Continued on page 19)

No 1 Know the law

Ensure that every lawyer in your practice is well versed with the basic principles of law especially the law applicable in the type of case they are managing.

Basic knowledge of limitation periods, court procedures, conveyancing practices are essential. Avoid accepting cases in areas of law you are unfamiliar with. In addition you can conduct internal refresher courses within your firm to ensure that everyone is aware of the latest changes in the law or send your lawyers to courses conducted externally.

Holding weekly meetings within your firm does not have to be restricted to just discussing on-going cases, you can take just 15 minutes of that meeting to quiz your lawyers.

No 2 Keep track of timelines on active files

Having knowledge of the law alone is not sufficient. You may be well aware of the limitation periods but if you fail to diarise them you may be in trouble. At the beginning of all new briefs, research the relevant limitation periods and diarise the limitation period dates.

Under the Practice Management Guidelines issued by the Law Society of Upper Canada ("LSUC"), lawyers are advised to consider maintaining the following time planning and reminder systems:

- To do lists to set out what must be accomplished, listed in order of importance.

Best Practice Tips:

7 Steps to Avoid Costly Mistakes!

Risk Management or Best Practices, whatever you may call it within your firm is a double-edged sword. It improves the quality of your legal service by ensuring that you deliver the best to your clients, this gives you the edge over your competitors in this industry; and it helps you to avoid facing claims for professional negligence.

- Desk diaries or calendars to help lawyers plan their time and act as reminders for appointments, court dates, tribunals, submissions and crucial dates including limitation periods. Inculcate the habit to check that diary daily!
- Centralized tickler or reminder systems to assist lawyers by flagging limitation periods and deadlines, and steps that need to be taken in particular files.

Additionally, the LSUC also recommends that lawyers conduct periodic reviews or peer reviews of open files to ensure that work on all files are completed in a timely and cost-effective manner.

No 3 Supervision is key

The Queensland Law Society suggests that a senior partner be appointed as a mentor (or supervisor) and that they maintain a supportive culture to allow fee-earners in the firm to feel confident in approaching them about

challenges, concerns or mistakes. This should be in addition to common practices such as regular file audits, supervision meetings, complaint handling systems and other supervisory processes.

No 7 Notify It Immediately!

Notifying Insurers of a potential claim is not only your duty under Clause 13 of the 2014 COI but it is also an important step in a culture of good practice. Notifying Insurers early allows for a Panel Solicitor to be appointed to assist you in mitigating the risk of a claim materialising or escalating.

Many firms who have notified early have had the subject matter of the problem resolved by the Panel Solicitor without going to court!

No 6 Maintain A Proper System of Backing Up Files

Accidents happen. Occurrences such as fire, break-ins, floods etc do occur and may affect your practice. Ensure that your firm has a back-up of both existing and previously handled files. Your files should be backed up electronically and manually.

No 5 Stick with Stakeholding Terms or Seek Directions!

Adhere to the terms of the stakeholding agreement, protect yourself with written confirmations and remember your duty also extends to the other parties involved. If in dispute, seek directions from the Court.

In *Samat Din & Partners v Bank Pembangunan Malaysia Bhd* [1997] 4 CLJ 153, it was held that

where numerous claims are made of the stakeholder in respect of the subject matter of the stakeholding, the stakeholder should apply to the court by way of interpleader proceedings to seek directions as to what he should do.

No 4 Communicate and Confirm

You should always obtain written confirmation of your clients' instructions. This is even more so, when you receive instructions that conflict with the usual practice (eg delay filing a

caveat). Where you have been given instructions and you encounter difficulties carrying them out, you should immediately inform your client of that in writing.

Parts of the Best Practice Tips were taken from:

1. Time Management Practice Management Guidelines' (The Law Society of Upper Canada 2011) <<http://www.lsuc.on.ca/For-Lawyers/Manage-Your-Practice/Time-Management/Time-Management-Practice-Management-Guideline/>> accessed 04 June 2014.
2. Guide to Effective supervision in legal practice' (Queensland Law Society 2010) 6.

No 1 Tahu undang-undang

Pastikan setiap peguam di pejabat anda mahir dengan prinsip-prinsip asas undang-undang terutamanya undang-undang yang terpakai dalam kes yang mereka urus.

Pengetahuan asas tempoh had masa, prosedur mahkamah, amalan pemindahhakan adalah penting. Elak daripada menerima kes untuk bidang undang-undang yang anda kurang pengetahuan. Di samping itu, kursus-kursus ulang kaji boleh diadakan di pejabat untuk memastikan bahawa semua orang sedar akan perubahan terkini dalam undang-undang atau mereka dihantar menjalani kursus diluar.

Mesyuarat mingguan dalam pejabat tidak semestinya dihadkan kepada perbincangan mengenai kes-kes, anda boleh mengambil masa 15 minit untuk mengadakan kuiz.

No 2 Jejak garis masa pada fail aktif

Mempunyai pengetahuan undang-undang sahaja tidak mencukupi. Anda mungkin menyedari tempoh had tetapi jika anda gagal untuk masukkan dalam diari, anda mungkin akan mengalami masalah. Di peringkat awal arahan baru, buat penyelidikan tempoh had masa yang berkaitan dan masukkan tarikh-tarikh penting dalam diari.

Law Society of Upper Canada ("LSUC") menasihatkan peguam supaya mempertimbangkan perancangan masa dan sistem peringatan berikut:

- Senarai *to do* merupakan senarai yang menyatakan apa yang perlu dicapai, yang disenaraikan mengikut keutamaan.

No 3 Penyeliaan

Queensland Law Society mencadangkan rakan kongsi kanan dilantik sebagai mentor (atau penyelia) dan mereka mengekalkan budaya yang menyokong untuk membolehkan golongan yang digaji dalam firma merasa yakin untuk menghampiri mereka mengenai sebarang

Tip Amalan Terbaik: 7 Langkah untuk Elakkan Kesilapan yang Merugikan!

Pengurusan risiko atau amalan terbaik, anda boleh menggelarnya apa sahaja memandangkan maksudnya sama. Pengurusan yang baik meningkatkan kualiti perkhidmatan yang anda berikan kepada klien dengan memberikan yang terbaik, ini memberikan anda kelebihan berbanding pesaing anda dalam industri ini; dan membantu anda untuk mengelak daripada menghadapi tuntutan kecuai profesional.

- Diari atau kalendar meja untuk membantu peguam merancang masa dan bertindak sebagai peringatan untuk temu janji, tarikh mahkamah, tribunal, penyerahan dan tarikh penting termasuk tempoh had masa. Pupuk tabiat untuk memeriksa diari tersebut setiap hari!
- Sistem peringatan berpusat untuk membantu peguam dengan memaparkan tempoh had masa dan tarikh akhir, serta langkah-langkah yang perlu diambil dalam fail tertentu.

Selain itu, LSUC juga mencadangkan peguam menjalankan semakan berkala atau ulasan fail yang ditugaskan oleh rakan sekerja untuk memastikan semua kerja-kerja berkaitan sesuatu fail selesai tepat pada masanya dengan kos yang efektif.

cabaran, masalah atau kesilapan. Ini seharusnya dijadikan tambahan kepada amalan biasa seperti audit tetap fail, mesyuarat penyeliaan, sistem pengendalian aduan dan proses pengawalseliaan yang lain.

No 7 Buat Pemberitahuan Segera!

Memberitahu Syarikat Insurans tentang potensi sesuatu tuntutan bukan sahaja kewajipan anda di bawah Fasal 13 dalam 2014 *Certificate of Insurance*, tetapi juga satu langkah yang penting dalam budaya amalan yang baik. Dengan memberitahu Pihak Insurans lebih awal membolehkan Panel Peguamcara yang dilantik

membantu mengurangkan risiko potensi sesuatu tuntutan menjadi tuntutan yang sebenar atau keadaan menjadi lebih buruk.

Banyak firma yang membuat pemberitahuan awal mengenai potensi tuntutan terhadap mereka dapat diselesaikan oleh Panel Peguamcara tanpa perlu ke mahkamah!

No 6 Mengekalkan Sistem Simpanan Sokongan Fail Yang Baik

Kemalangan berlaku. Kejadian seperti kebakaran, pecah masuk, banjir dan lain-lain boleh berlaku dan boleh menjejaskan pejabat anda. Pastikan pejabat anda mempunyai sistem simpanan sokongan untuk fail yang sedang diusahakan dan yang telah diusahakan sebelum ini. Simpanan sokongan untuk fail anda perlu dilakukan secara elektronik dan secara manual.

No 5 Berpegang dengan Terma Pemegang Amanah atau Dapatkan Arahan!

Patuhi syarat-syarat perjanjian pemegang amanah, lindungi diri anda dengan mendapatkan pengesahan bertulis dan ingat kewajipan anda juga meliputi pihak-pihak lain yang terlibat. Jika terdapat pertikaian, dapatkan arahan daripada Mahkamah.

Dalam *Samat Din & Partners v Bank Pembangunan Malaysia Bhd* [1997] 4 CLJ 153,

telah diputuskan bahawa jika terdapat beberapa tuntutan terhadap pemegang amanah berkenaan dengan perkara yang diamanahkan kepadanya, pemegang amanah perlu memohon kepada mahkamah dengan cara prosiding interploder untuk mendapatkan arahan tentang apa yang patut dilakukan.

No 4 Komunikasi dan Sahkan

Anda perlu sentiasa mendapatkan pengesahan bertulis arahan klien anda. Lebih-lebih lagi apabila anda menerima arahan yang bercanggah dengan amalan biasa (contohnya kelewatan

memfailkan kaveat). Sekiranya anda menghadapi kesukaran untuk meneruskan arahan yang diberi oleh klien, segera beritahu klien secara bertulis.

Sebahagian daripada Tip Amalan Terbaik dipetik daripada:

1. Time Management Practice Management Guidelines' (The Law Society of Upper Canada 2011) <<http://www.lsuc.on.ca/For-Lawyers/Management-Practice/Time-Management/Time-Management-Practice-Management-Guideline/>> accessed 04 June 2014.
2. Guide to Effective supervision in legal practice' (Queensland Law Society 2010) 6.

(Continued from page 14)

CASE STUDY No 4 : Come What May - You Should File A Caveat As Soon As Possible

Messrs McGregor Kidman was appointed by the purchaser in a conveyancing transaction. McGregor Kidman prepared the Sale and Purchase Agreement ("SPA") dated 10 September 2007, however the sale was subject to the purchaser securing State Authority approval.

Upon payment of deposit, McGregor Kidman advised the purchaser to file a caveat to protect their interest. On 3 October 2007, the purchaser executed a statutory declaration and Form 19B to enter the private caveat and paid part fee to the firm in respect of the SPA. McGregor Kidman only lodged the caveat on 1 March 2009

(a year and a half later!) as they allegedly received instructions from the purchaser to withhold filing the caveat until the State Authority approval was obtained. These instructions were not confirmed in writing.

A land search subsequently carried out revealed that another private caveat was lodged on the property in 2008 by a third party and the vendor had transferred the property to that third party. The purchaser then brought a claim against McGregor Kidman and denied giving instructions to McGregor Kidman to delay filing the caveat.

Red Alert!

- x Failure to file a private caveat immediately upon payment of deposit by the Purchaser.
- x Lack of knowledge of protocols and best practices to protect client's interest.
- x Failure to obtain client's written instructions and/or confirm instructions in writing.

CASE STUDY No 5 : Tighten Up – Don't Be Too Quick To Release Stakeholder Sums!

Messrs Black & Keys were the vendor's solicitors in a SPA. Under the terms of the SPA, Black & Keys were to hold the balance purchase price as stakeholders and only release it to the vendor upon delivery of vacant possession.

The balance purchase price was paid by the purchaser's solicitors to Black & Keys under the stakeholding terms. Subsequently, Black & Keys were notified that the purchaser has not secured vacant possession of the property as there were structures erected by the owners of the adjacent land on the common border.

The purchaser's solicitor later informed Black & Keys not to release the balance purchase price until the dispute on vacant possession was resolved. The vendor wrote to Black & Keys to inform them that some of the structures were removed and vacant possession has been given to the purchaser. Without rightfully checking with the purchaser and obtaining their confirmation, Black & Keys released the balance purchase price to the vendor.

Red Alert!

- x Not aware of the strict duties that bind a stakeholder; not securing written consent from all parties prior to the release of stakeholder sums.
- x Failure to carry out stakeholders duty and comply with the stakeholding terms.
- x Not aware that they can file an Interpleader to seek directions where there is a dispute on the terms of the release of stakeholder sums.

STRESS MANAGEMENT TIPS

 <p>HEALTHY WAYS TO MANAGE STRESS</p>	 <p>UNHEALTHY WAYS TO MANAGE STRESS</p>
<p>Be positive!</p> <p>The glass is half full, not half empty</p> 	<p>Smoking</p>  <p>Drinking Too Much</p> 
<p>Get enough sleep</p>  <p>Eat healthy</p> 	<p>Overeating or undereating</p>  
 <p>Nurture close relationships</p>	<p>Withdrawing from friends, families and activities</p> 
<p>Try new ways to relax E.g. yoga, gardening, exercising</p> 	 <p>Using pills or drugs to relax</p> 
<p>Sorry, I would help but I have a lot on my plate as well.</p> <p>Hey, could you help me file a writ, interview the clients, balance the accounts, attend court, prepare a loan document and file a caveat today?</p> <p>Learn to say "No" and let go</p> 	<p>Taking out your stress on others (lashing out, angry outbursts, physical violence)</p> <p>You #!(\$%\$ dimwit! *@-##\$!* ^@!</p> 
<p>Stress management differs from one person to another. Try different techniques and strategies and focus on what makes you feel calm and in control. Don't be afraid to get help if you need it!</p>	

Sources: Compass Health, JLT

American Psychological Association and Helpguide.org International

Disclaimer: The information and advice contained here does not constitute medical advice, and is neither exhaustive nor definitive in all circumstances. Please consult your doctor if in doubt or if you need further advice.

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MALAYSIAN BAR
Mandatory PII SCHEME
**DID YOU
KNOW?**

Your failure to cooperate could jeopardise your PII claim!

Any insurance policy is a contract between two parties where the Insurer agrees to provide indemnity to the Insured subject to specific terms and conditions. One of the conditions of your Professional Indemnity Insurance ("PII") Policy as an Insured Practice ("IP") is the requirement for your firm to provide all supporting documents and details related to the notification to the Insurer and Panel Solicitor ("PS").

Under **Clause 15 of the 2014 Certificate of Insurance ("COI")**, the Insurer can decline your claim if you refuse cooperation with the Insurer and/or their authorised representatives who could be the Claims Administrator, Panel Solicitor, Loss Adjuster and other parties deemed necessary.

The authorised representatives are defined under **Clause 35(a) of the 2014 COI** as the "employees and management of Jardine Lloyd Thompson Sdn Bhd, Echelon Claims Consultants Sdn Bhd and any legal practitioner and any other person retained by us."

Clause 14 of the 2014 COI: As a condition precedent to liability it is your duty to provide full disclosure of all relevant facts and circumstances, whether specifically requested or otherwise, which is known or becomes known to **you** any time before or after a **claim**. It is furthermore your duty to render at your own expense all reasonable assistance and co-operation to **us** or our **authorised representatives** which includes but is not limited to:

- (a) providing all relevant information, documents and data in whatsoever form; and
- (b) attending meetings, mediation, court hearings and appearing as a witness to give evidence or testimony if required.

Clause 15 of the 2014 COI: If after three written requests for **you** to comply with Clause 14, **you** fail to respond in a timely manner or in a manner satisfactory to **us** or our authorised representatives, your inaction shall be deemed as total or gross disregard or avoidance and shall entitle **us** to decline to indemnify **you** in relation to such **claim** except when the failure was due to circumstances beyond your reasonable control.

Clause 16 of the 2014 COI: **You** further agree to waive any legal professional privilege to the extent of your duties described at Clause 14, if any, and generally in relation to a claim.

It is equally imperative that you reveal any awareness of a notifiable circumstance or claim against you while completing the proposal form:

Clause 29, COI: The due observance and fulfilment of Clauses 13(a), 14, and 15 in so far as they relate to anything to be done or complied with by you and the truth of the statements and answers in the proposal form shall be condition precedent to our liability to make any payments under this insurance.

Illustration I: Clause 14 and Clause 15

Benny, a lawyer with Messrs Benny & The Jets ("the IP") notified Jardine Lloyd Thompson ("JLT") of a writ against them. JLT submitted that notification to the Insurers; and on behalf of Insurers, Echelon Claims Consultants ("Echelon") issued a letter to the IP acknowledging the notification and requesting the IP to complete the Claim Notification Form, chronology of events and to provide all supporting documents.



MALAYSIAN BAR
Mandatory PII SCHEME
**DID YOU
KNOW?**

With no reply from the IP, Echelon sent a reminder to the IP to request for the supporting documents. As they did not respond again, Echelon followed up with telephone calls and a further two reminders to the IP. In all letters, the IP was clearly informed of the impact of Clauses 14 and 15 of the 2014 COI. Not only did the IP fail to reply to any of Echelon's letters and provide documents, they also failed to submit the completed Claim Notification Form and chronology of events.

The IP's duty under Clause 14 of the 2014 COI requires their full cooperation in, inter alia, providing Insurers and their authorised representatives ALL information and documents in relation to their notification. The IP's failure to do so falls foul of Clause 14 of the 2014 COI.

Furthermore, the IP's failure to reply to Echelon's letters despite having received three written requests entitles Insurers to decline the claim under Clause 15 of the 2014 COI.

Illustration II: Clause 14

Messrs Franklin & Associates ("the IP") was served with a writ against their firm. A PS was appointed to defend the IP. The PS advised that the best strategy was to attempt a settlement of the claim, Insurers agreed and the PS was instructed to proceed with a settlement. However, the IP was adamant on having the case litigated. Without the knowledge of the PS and the Insurers, the IP wrote to the claimant's solicitor to disregard the PS' settlement offer.

Under Clause 18 of the 2014 COI, Insurers have the right to take over conduct of a claim against an IP including its settlement, subject to Clause 21 of the 2014 COI. However, in practice, Insurers will usually obtain the IP's agreement on whether a claim should be settled or litigated. By writing to the claimant's solicitor without the knowledge of the PS and Insurers, IP's action can be deemed as a failure to render their co-operation as per the duty to cooperate under Clause 14 of the 2014 COI. The IP should have exercised his right under Clause 21 of the 2014 COI, instead of writing to the claimant's solicitors.

Illustration III: Clause 29

On 10 Oct 2010 Messrs Lennon & Associates ("the IP") discovered that a judgment in default of appearance was granted against their client due to the legal assistant's failure to attend court on 16 Aug 2010. This discovery came about when the opposing counsel sent them the draft judgment to approve!

When completing the PII proposal forms for the 2011, 2012, 2013 and 2014 renewals, the IP did not reveal their awareness of the potential claim against them. In 2014, the IP was sued by their Client and only then did they notify JLT of the writ.

The IP should have notified in 2010 in accordance with Clause 13(b) of the 2010 COI. Their failure to disclose their awareness of a potential claim in their proposal forms entitles Insurers to decline the claim as the truth of the statements and answers given in the proposal form is a condition precedent to Insurers' liability in accordance with Clause 29 of the 2014 COI.





What Should You Do If You Disagree With The Insurer's Decision To Have The Claim Against You Litigated or Settled?

1. Write to the Insurer to request for the decision to be reconsidered.
 2. Approach the PII & Risk Management Department to assist in your appeal to have the claim against you litigated or settled.
 3. Invoke Clause 21 of the 2014 COI
 - Clause 21 provides that in a dispute on whether a claim should be settled or litigated, advice will be taken from a senior member of the Malaysian Bar.
- The senior member of the Malaysian Bar will be appointed by both the Insured Practice and the Insurer.
 - In the absence of a mutual agreement on the appointment of the senior member of the Malaysian Bar, the appointment will be made by the President of the Malaysian Bar.
 - An IP wishing to invoke Clause 21 must do so within 30 days of the written notification of the Insurer's decision on whether a claim should be settled or litigated.



What Happens If The Insurer Decides To Decline Your Claim For Breach Of The Clauses Stated Above?

1. The PS assisting you will be instructed to discharge himself from further acting in your claim within **10 working days** from the date of the Insurer's decline letter.
2. You will be fully responsible to defend any legal action against you arising from the claim.



What Can You Do If You Disagree With The Insurer's Decision To Decline Your Claim?

1. You can appeal against the Insurer's decision by writing to JLT or by contacting the PII & Risk Management Department
2. You can invoke Clause 24 of the 2014 COI (or the corresponding clause in the COI for the year your claim is registered under) to have the matter arbitrated.

NB: Under the Mandatory PII Scheme, cover is subject always to terms, exclusions, limitations and conditions of the relevant Certificate of Insurance.

The Bahasa Malaysia translation on pages 28-30 relating to the Master Policy, Certificate of Insurance and illustrative examples is for guidance only. In the event of inconsistency between the English version and the Bahasa Malaysia version, the English version will prevail.

Submit Your 2015 Proposal Form Online



Online



- Pre-filled Proposal Form
- No Queues
- No Traffic or Parking Problems
- Do it at your own time and convenience
- Quick transaction with Invoice generated on the spot



Manual










- Filling up Proposal Form
- Queues and Waiting Time
- Traffic and Parking Problems
- Submission confined to working hours (Post Office, JLT's Office etc)
- 2 working days processing time before Invoice is generated

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Online

Quick Guide to Completing Your Online Proposal Form Submission Do it from the comfort of your office!

1.  Log in via **Praktis** with your User ID and Password.
2.  View Proposal Form pre-filled with 2014 information.
3.  Make changes, if any.
4.  Click "Confirm and Get Mandatory Invoice" after ticking the Authorise and Declaration boxes.
5.  Pay by GIRO, Cheque, Online Banking or in person.
Forward details of GIRO/Online Banking payment to JLT for their records.
6.  Download Certificate of Insurance and Master Policy from Praktis.
7.  Schedule of Insurance delivered by email.

If you have notified a claim or circumstance during the past 5 years, you can still submit your Proposal Form online. However, you will only receive your invoice once JLT has verified the information.

Pengalaman Lalu Jadikan Iktibar Oleh Tan Sue Vern (Jardine Lloyd Thompson Sdn Bhd)

Situasi dalam kajian kes di bawah boleh dielakkan jika peguam melaksanakan amalan yang baik dalam firma-firma mereka.

KAJIAN KES No 1: Jangan Abaikan Saya - Tempoh Had Masa

Pada 1 April 2006, John bertemu kemalangan yang menyebabkan beliau mengalami kecederaan kepala yang teruk. Malangnya, John meninggal dunia 7 hari kemudian. Bapanya, Jack, melantik Carrie seorang pembantu undang-undang di Tetuan ABC pada bulan Oktober 2006 untuk membuat tuntutan pergantungan terhadap pihak-pihak yang bertanggungjawab atas kemalangan anaknya. Menurut Seksyen 7 (5) Akta Undang-Undang Sivil 1967, had masa untuk memfailkan tuntutan pergantungan adalah tiga tahun dari tarikh kematian John, iaitu 7 April 2009.

Disebabkan kelewatan dan kesukaran untuk

mendapatkan laporan perubatan dari pihak hospital, Carrie masih belum memfailkan saman itu. Tanpa menyedari had masa 7 April 2009 telah dilampaui, Carrie masih menulis kepada pihak hospital meminta laporan perubatan. Walaupun dua tahun dari tempoh had masa telah berlalu, iaitu tahun 2011, tiada tuntutan guaman difailkan.

Pada tahun 2013, Carrie menerima panggilan daripada Jack yang bertanyakan perkembangan kes tersebut. Baharulah Carrie tersedar bahawa dia telah gagal untuk memfailkan tuntutan guaman sebelum tamat tempoh had masa tiga tahun.

Perhatian!

- x Gagal memasukkan tarikh yang ditetapkan bagi tuntutan berkaitan kecederaan yang membawa maut.
- x Gagal untuk mengenalpasti perbezaan tempoh had masa untuk tuntutan kecederaan diri dan kecederaan yang membawa maut.
- x Gagal untuk mempunyai sistem tindakan susulan yang betul bagi mendapatkan dokumen-dokumen sokongan.

KAJIAN KES No 2 : *Oops I Did It Again* - Gagal Menghadiri Mahkamah Dua Kali!

Tetuan Spears & Co telah dilantik untuk membela Crockers dalam saman sivil oleh Jimmy. Pada masa yang sama, Spears & Co juga diarahkan untuk memfailkan saman berasingan terhadap Jimmy bagi mendapatkan semula hutang yang tertunggak daripada Jimmy. Britney adalah pembantu undang-undang yang ditugaskan untuk kedua-dua kes tersebut.

Dalam saman yang pertama, pada hari perbicaraan Mahkamah menangguhkan kes kepada 10 Mei 2011 dan mengarahkan senarai 300 soalan yang disediakan oleh peguam Jimmy disediakan

kepada Mahkamah dan Spears & Co. Britney tersilap memasukkan tarikh perbicaraan 10 Jun 2011 sebagai tarikh perbicaraan akan datang. Walau bagaimanapun, apabila Britney menulis kepada Crockers untuk memberitahu mereka tarikh perbicaraan akan datang, dia memberitahu mereka tarikh yang betul iaitu 10 Mei 2011.

Pada 10 Mei 2011, kedua-dua Britney dan Crockers tidak hadir. Disebabkan itu, penghakiman ingkar telah diberikan terhadap Crockers. Adalah kurang jelas mengapa Crockers tidak hadir di mahkamah, walau bagaimanapun, penghakiman ingkar boleh dielakkan sekiranya Britney hadir di mahkamah.

Dalam saman kedua di mana Spears & Co telah diarahkan untuk mendakwa Jimmy bagi hutang yang tidak dibayar, Britney memfailkan saman itu pada tahun 2010. Pada tarikh perbicaraan, Britney gagal menghadiri mahkamah menyebabkan saman itu dibatalkan. Ini tidak dimaklumkan kepada Crockers mahupun rakan-rakan kongsi Spears & Co.

Crockers hanya mengetahui perkara ini apabila mereka bertemu dengan Spears & Co untuk bincang saman pertama. Pada ketika ini, Britney telah meninggalkan firma itu. Memandangkan tempoh had masa telah pun dilampaui, Crockers tidak dapat memfail rayuan atau memohon untuk menghidupkan semula saman terhadap Jimmy.

Tidak hairan seterusnya Crockers membuat dakwaan terhadap Spears & Co. Apabila Panel Peguamcara yang membela Spears & Co meminta dokumen-dokumen berkaitan, Spears & Co tidak dapat memberikan sebarang dokumen disebabkan fail mereka musnah dalam satu kebakaran. Masalah lain juga timbul apabila Spears & Co tidak dapat menyediakan fakta-fakta asas kes itu kepada pihak Insurans dan Panel Peguamcara kerana fail itu dikatakan telah dikendalikan keseluruhannya oleh Britney yang kini meninggalkan firma tersebut. Sejak mula lagi, kedua-dua saman tersebut telah dikendalikan oleh Britney tanpa pengawasan!

Perhatian!

- x Gagal memasukkan tarikh dalam diari dan memeriksa tarikh mahkamah.
- x Tiada sistem dalam firma untuk merakam dan memantau tarikh mahkamah.
- x Tiada simpanan sokongan fail-fail pelanggan.
- x Gagal untuk melaksanakan penyeliaan yang betul antara rakan kongsi dan pembantu undang-undang.

KAJIAN KES No 3 : Buatlah Apa Saja - Kecuali Apabila Melibatkan Arahan Klien Anda

Tetuan Fleetwood Mac & Associates telah diarahkan oleh Bank of Albatross ("BA") untuk memfailkan Notis Kebankrapan terhadap Mr Kravitz kerana memungkir bayaran yang telah dipersetujui dan perlu dibayar di bawah satu Penghakiman Persetujuan. Penghakiman Persetujuan dimulakan pada tahun 1996 dan memperuntukkan untuk kos tetapi tiada perjanjian dicapai pada kos mahupun cukai.

Apabila Fleetwood Mac & Associates memfailkan Notis Kebankrapan terhadap Mr Kravitz, mereka memasukkan kos RM600 walaupun kos ini tidak dipersetujui atau diperolehi oleh pencukaian. Mr Kravitz berjaya mengenepikan Notis Kebankrapan terhadapnya.

Fleetwood Mac & Associates kemudian diarahkan oleh BA untuk merayu keputusan itu dan untuk

memfailkan Notis Kebankrapan baru terhadap Mr Kravitz pada masa yang sama. Fleetwood Mac & Associates merayu terhadap keputusan itu tetapi gagal untuk memfailkan Notis Kebankrapan baru terhadap Mr Kravitz. Fleetwood Mac & Associates menjalankan carian kebangkrutan dan mendapati bahawa Mr Kravitz sudah pun dihukum bankrap. Oleh yang demikian, Fleetwood Mac & Associates pun tidak memfail suatu notis kebangkrutan yang baru kerana beranggapan bahawa notis kebangkrutan tidak boleh difailkan terhadap seorang bankrap yang dihukum.

Mahkamah menolak rayuan ini. Pada masa itu, had masa untuk melaksanakan Penghakiman Persetujuan tersebut telah tamat. Disebabkan itu, BA membawa satu tindakan terhadap Fleetwood Mac & Associates kerana gagal memfailkan Notis Kebankrapan baru.

Perhatian!

- x Gagal untuk menyediakan Notis Kebankrapan dengan tepat.
- x Kurang memeriksa atau meneliti Notis terhadap dokumen sokongan.
- x Kurang kesedaran dan pengetahuan tentang prosedur muflis.
- x Gagal memasukkan tempoh had masa.

KAJIAN KES No 4 : Walau Apa Pun - Anda Hendaklah Memfailkan Kaveat Secepat Mungkin!

Tetuan McGregor Kidman telah dilantik oleh pembeli dalam urusan niaga pemindahhakan. McGregor Kidman menyediakan Perjanjian Jual Beli ("SPA") bertarikh 10 September 2007, bagaimanapun jualan adalah tertakluk kepada pembeli mendapatkan kelulusan Pihak Berkuasa Negeri.

Setelah deposit dibayar, McGregor Kidman menasihatkan pembeli untuk memfailkan kaveat untuk melindungi kepentingan mereka. Pada 3 Oktober 2007, pembeli menyempurnakan satu akuan berkanun dan Borang 19B untuk memasuki kaveat persendirian dan membayar sebahagian daripada yuran kepada firma berkenaan dengan SPA. McGregor Kidman hanya memasukkan

kaveat pada 1 Mac 2009 (setahun setengah kemudian!) kerana mereka mendakwa telah menerima arahan daripada pembeli untuk menangguh pemfailan kaveat sehingga kelulusan Pihak Berkuasa Negeri telah diperolehi. Arahan ini tidak disahkan secara bertulis.

Satu carian tanah kemudiannya dijalankan mendapati satu lagi kaveat persendirian telah dibuat ke atas hartanah tersebut pada tahun 2008 oleh pihak ketiga dan penjual telah memindahkan harta itu kepada pihak ketiga. Pembeli kemudian membawa tuntutan terhadap Tetuan McGregor Kidman dan nafi memberi arahan kepada Tetuan McGregor Kidman untuk melambatkan pemfailan kaveat.

⚠ Perhatian!

- ✗ Gagal untuk memfail kaveat persendirian sebaik sahaja pembayaran deposit oleh pembeli.
- ✗ Kurang pengetahuan mengenai protokol dan amalan terbaik untuk melindungi kepentingan klien.
- ✗ Gagal untuk mendapatkan arahan bertulis klien dan/atau mengesahkan arahan secara bertulis.

KAJIAN KES No 5 : Ambil Perhatian - Jangan Terlalu Pantas Untuk Lepaskan Wang Yang Dipegang Sebagai Amanah!

Tetuan Black & Keys adalah peguam penjual dalam SPA ini. Di bawah terma SPA, Black & Keys adalah pemegang amanah baki harga belian dan hanya boleh melepaskan kepada penjual apabila milikan kosong disahkan.

Baki harga belian pun dibayar oleh peguam pembeli kepada Black & Keys di bawah syarat pemegang amanah. Black & Keys kemudiannya telah dimaklumkan bahawa pembeli itu tidak menyerahkan milikan kosong hartanah berkenaan; terdapat struktur yang didirikan oleh pemilik tanah yang bersebelahan di sempadan bersama.

Peguam pembeli kemudian memaklumkan Black & Keys untuk tidak melepaskan baki harga belian sehingga pertikaian mengenai milikan kosong dapat diselesaikan. Penjual menulis kepada Black & Keys untuk memberitahu mereka bahawa sebahagian daripada struktur telah dikeluarkan dan milikan kosong telah diserahkan kepada pembeli. Tanpa memeriksa dahulu dengan pembeli dan mendapatkan pengesahan daripada mereka, Black & Keys melepaskan harga belian kepada penjual.

⚠ Perhatian!

- ✗ Tidak menyedari tanggungjawab ketat sebagai pemegang amanah; tidak mendapat kebenaran bertulis daripada semua pihak sebelum melepaskan wang yang disimpan sebagai pemegang amanah.
- ✗ Kegagalan untuk menjalankan tugas dan pihak-pihak berkepentingan mematuhi terma pegangan kepentingan.
- ✗ Tidak sedar bahawa Interplider boleh difail sekiranya terdapat pertikaian untuk mendapatkan arahan mengenai terma pembebasan wang amanah yang dipegang.

TAHUKAH ANDA?

Kegagalan anda untuk bekerjasama boleh menjejaskan tuntutan PII anda!

Apa-apa polisi insurans adalah kontrak antara dua pihak di mana Syarikat Insurans bersetuju memberi indemniti kepada Pihak Yang Diinsuranskan tetapi tertakluk kepada terma dan syarat tertentu. Sebagai Amalan Yang Diinsuranskan ("IP"), salah satu syarat polisi Insurans Indemniti Profesional ("PII") adalah keperluan bagi firma anda untuk menyediakan semua dokumen sokongan dan butir-butir yang berkaitan dengan notis pemberitahuan kepada Syarikat Insurans dan Panel Peguamcara ("PS").

Di bawah **Fasal 15 Sijil Insurans ("COI") 2014**, Syarikat Insurans boleh menolak tuntutan anda jika anda tidak bekerjasama dengan Syarikat Insurans dan/atau wakil mereka yang diberi kuasa seperti Pentadbir Tuntutan, PS, Pelaras Kerugian dan pihak lain yang dianggap perlu.

Wakil-wakil yang diberi kuasa yang ditakrifkan di bawah **Fasal 35(a) COI 2014** adalah *"employees and management of Jardine Lloyd Thompson Sdn Bhd, Echelon Claims Consultants Sdn Bhd and any legal practitioner and any other person retained by us."*

Fasal 14 daripada COI 2014 *As a condition precedent to liability it is your duty to provide full disclosure of all relevant facts and circumstances, whether specifically requested or otherwise, which is known or becomes known to **you** any time before or after a **claim**. It is furthermore your duty to render at your own expense all reasonable assistance and co-operation to **us** or our **authorised representatives** which includes but is not limited to:*

- (a) *providing all relevant information, documents and data in whatsoever form; and*
- (b) *attending meetings, mediation, court hearings and appearing as a witness to give evidence or testimony if required.*

Fasal 15 daripada COI 2014: *If after three written requests for **you** to comply with Clause 14, **you** fail to respond in a timely manner or in a manner satisfactory to **us** or our authorised representatives, your inaction shall be deemed as total or gross disregard or avoidance and shall entitle **us** to decline to indemnify **you** in relation to such **claim** except when the failure was due to circumstances beyond your reasonable control.*

Fasal 16 daripada COI 2014: *You further agree to waive any legal professional privilege to the extent of your duties described at Clause 14, if any, and generally in relation to a claim.*

Adalah penting juga kepada anda untuk mendedahkan sebarang pengetahuan tentang tuntutan yang berpotensi atau tuntutan yang sedang berlaku terhadap anda semasa melengkapkan *Proposal Form*.

Fasal 29 daripada COI 2014: *The due observance and fulfilment of Clauses 13(a), 14, and 15 in so far as they relate to anything to be done or complied with by you and the truth of the statements and answers in the proposal form shall be condition precedent to our liability to make any payments under this insurance.*

Ilustrasi I: Fasal 14 dan Fasal 15 daripada COI 2014

Benny, seorang peguam di Tetuan Benny & The Jets ("IP") membuat pemberitahuan kepada JLT suatu writ terhadap mereka. JLT kemukakan pemberitahuan itu kepada Syarikat Insurans; selaku Pengurus Tuntutan dan juga bagi pihak Penanggung Insurans, Echelon memaklumkan kepada IP melalui surat yang mengesahkan



TAHUKAH
ANDA?

penerimaan notis pemberitahuan yang dibuat oleh IP. Echelon juga meminta IP untuk melengkapkan *Claim Notification Form*, menyediakan turutan peristiwa dan mengemukakan semua dokumen sokongan.

Memandangkan tiada jawapan yang diterima dari IP, Echelon menghantar peringatan kepada IP meminta dokumen sokongan. Ini diikuti dengan beberapa panggilan telefon daripada Echelon kepada IP dan dua lagi surat peringatan kepada IP. Dalam semua surat-menyurat, IP berulang kali telah diingatkan tentang kesan Fasal 14 dan 15 daripada COI 2014. Bukan sahaja IP gagal untuk menjawab surat-surat Echelon dan menyediakan dokumen-dokumen yang diminta, mereka juga gagal mengemukakan *Claim Notification Form* yang lengkap dan turutan peristiwa.

Di bawah Fasal 14 COI 2014, IP berkewajipan untuk bekerjasama sepenuhnya dengan Syarikat Insurans dan wakil-wakil mereka yang diberi kuasa, antara lain, menyediakan SEMUA maklumat dan dokumen berhubung dengan pemberitahuan mereka. IP gagal untuk melaksanakan kewajipan mereka dibawah Fasal 14 COI 2014. Kegagalan IP untuk membalas surat Echelon meskipun telah menerima tiga surat bertulis melayakkan Syarikat Insurans menolak tuntutan itu di bawah Fasal 15 COI 2014.

Ilustrasi II: Fasal 14 daripada COI 2014

Satu writ telah diterima oleh Tetuan Franklin & Associates ("IP"). PS telah dilantik untuk membela IP. Strategi terbaik PS adalah untuk cuba menyelesaikan tuntutan itu, Syarikat Insurans bersetuju dan PS telah diarahkan untuk meneruskan dengan penyelesaian tersebut. Walau bagaimanapun, IP berkeras untuk melitigasi kes itu. Tanpa pengetahuan PS dan Syarikat Insurans, IP menulis kepada peguam pihak yang menuntut untuk tidak mengambil kira tawaran penyelesaian PS.

Di bawah Fasal 18 daripada COI 2014, Syarikat Insurans mempunyai hak untuk mengambil alih ututan terhadap IP termasuk penyelesaian, tertakluk kepada Fasal 21 daripada COI 2014. Walau bagaimanapun, dalam amalan biasa, Syarikat Insurans mendapatkan kelulusan daripada IP ini sama ada untuk menyelesaikan atau melitigasi tuntutan tersebut. Tindakan IP menulis kepada peguam pihak yang menuntut tanpa pengetahuan PS dan Syarikat Insurans, boleh dianggap sebagai kegagalan untuk memberi kerjasama seperti yang diwajibkan di bawah Fasal 14 daripada COI 2014. IP sewajarnya menggunakan haknya di bawah Fasal 21 daripada COI 2014, dan bukannya menulis kepada peguam pihak yang menuntut.

Ilustrasi III: Fasal 29 daripada COI 2014

Pada 10 Okt 2010, Tetuan Lennon & Associates ("IP") mendapati bahawa penghakiman ingkar kerana ketidakhadiran telah diberikan terhadap klien mereka kerana kegagalan pembantu undang-undang untuk menghadiri mahkamah. Perkara ini hanya diketahui apabila peguam pihak lawan menghantar mereka draf penghakiman untuk diluluskan!

Apabila melengkapkan PII *Proposal Form* untuk pembaharuan tahun 2011, 2012, 2013 dan 2014, Lennon & Associates tidak mendedahkan pengetahuan mereka terhadap tuntutan yang berpotensi terhadap mereka. Pada tahun 2014, Lennon & Associates telah didakwa oleh klien mereka dan barulah pemberitahuan dibuat kepada JLT mengenai writ itu.

Sepatutnya Lennon & Associates membuat pemberitahuan pada tahun 2010 mengikut Fasal 14 daripada COI 2010. Kegagalan mereka untuk mendedahkan pengetahuan terhadap tuntutan yang berpotensi dalam PII *Proposal Form* memberi hak kepada Syarikat Insurans untuk menolak tuntutan itu kerana menurut Fasal 29 daripada COI 2014, kebenaran setiap kenyataan dan jawapan yang diberikan di dalam PII *Proposal Form* adalah prasyarat kepada tanggungan Syarikat Insurans.



Apa yang Perlu Dilakukan Jika Anda Tidak Setuju Dengan Keputusan Syarikat Insurans Terhadap Tuntutan Anda untuk Dilitigasi Atau Diselesaikan?

1. Tulis kepada Syarikat Insurans untuk mempertimbangkan semula keputusan mereka.
2. Hubungi Jabatan PII dan Pengurusan Risiko untuk membantu dalam rayuan anda kepada Syarikat Insurans samada tuntutan itu dilitigasi atau diselesaikan.
3. Gunakan hak anda - Fasal 21 daripada COI 2014.
 - Fasal 21 memperuntukkan bahawa dalam pertikaian samada tuntutan hendaklah diselesaikan atau dilitigasi, nasihat seorang peguam kanan daripada Badan Peguam Malaysia akan diambil.
 - Kedua-dua Syarikat Insurans dan IP akan melantik peguam kanan Badan Peguam Malaysia.
 - Jika tiada persetujuan bersama mengenai pelantikan anggota yang lebih kanan dari Badan Peguam Malaysia, pelantikan tersebut akan dibuat oleh Presiden Badan Peguam Malaysia.
 - IP yang ingin menggunakan Fasal 21 hendaklah berbuat demikian dalam tempoh 30 hari dari pemberitahuan bertulis mengenai keputusan Syarikat Insurans itu sama ada tuntutan hendaklah diselesaikan atau dilitigasi.



Apa yang akan Berlaku Jika Syarikat Insurans Menolak Tuntutan Anda Kerana Pelanggaran Fasal-fasal yang Dinyatakan Di Atas?

1. Peguamcara Panel yang membantu anda akan diarahkan untuk menamatkan perkhidmatannya daripada terus membela tuntutan terhadap anda dalam masa 10 hari bekerja dari tarikh surat Syarikat Insurans.
2. Anda akan bertanggungjawab sepenuhnya untuk membela apa-apa tindakan undang-undang terhadap anda yang timbul daripada tuntutan tersebut.



Apa yang Boleh Anda Lakukan Jika Anda Tidak Setuju Dengan Keputusan Syarikat Insurans untuk Menolak Tuntutan Terhadap Anda?

1. Anda boleh membuat rayuan terhadap keputusan Syarikat Insurans ini dengan menulis kepada JLT atau menghubungi Jabatan PII & Pengurusan Risiko.
2. Anda boleh menggunakan Fasal 24 daripada COI 2014 (atau fasal yang sepadan di dalam COI dimana tuntutan terhadap anda didaftarkan) untuk perkara ini diajukan kepada seorang timbang tara.

Nota: Di bawah Skim Mandatori PII, perlindungan adalah tertakluk kepada terma, pengecualian, had dan syarat-syarat 'Certificate of Insurance'.

Terjemahan berkaitan 'Master Policy', 'Certificate of Insurance' dan contoh ilustrasi adalah sebagai panduan sahaja, dan sekiranya terdapat perbezaan antara Bahasa Inggeris dan terjemahan Bahasa Malaysia, versi Bahasa Inggeris akan digunakan.

PII SCHEME PANEL SOLICITORS LIST

KUALA LUMPUR and KLANG VALLEY

No	Name	Firm	Address	Tel/ Fax No.
1	Wong Hok Mun	Azim, Tunku Farik & Wong	Unit 5-03, 5th Floor, Straits Trading Building, 2 Lebuhr Pasar Besar, 50050 Kuala Lumpur.	Tel :03-2697 0355 Fax:03-2693 8060
2	Felicia Ho	Ho-Noecker & Pragasam	Level 2, No 104A, Jalan SS21/39, Damansara Utama, 47400 Petaling Jaya, Selangor.	Tel : 03-7728 0855 Fax: 03-7728 3855
3	Lim Kian Leong	Lim Kian Leong & Co	Suite 10-8, 10th Floor, Wisma UOA II, No.21, Jalan Pinang, 50450 Kuala Lumpur	Tel : 03-21614199 Fax: 03-21614323
4	Yeoh Cho Kheong	Ranjit Singh & Yeoh	D3-U5-10/11/12 and 13, Solaris Dutamas No.1, Jalan Dutamas 1 50480 Kuala Lumpur	Tel : 03-6205 4126/6205 4128 Fax: 03-6205 4109
5	Leong Wai Hong	Skrine	Unit No. 50-8-1, 8th Floor, Wisma UOA Damansara, 50 Jalan Dungun, Damansara Heights, 50490 Kuala Lumpur	Tel: 03-20813999 Fax: 03-2094 3211
6	Robert Low	Ranjit Ooi & Robert Low	No 53, Jalan Maarof, Bangsar, 59000 Kuala Lumpur	Tel: 03-2282 0820 Fax: 03-2282 7026
7	Lam Chong Seng	C S Lam & Co.	Suite L-2-13, Block L Solaris Mont' Kiara Jalan Solaris, 50480 Kuala Lumpur	Tel: 03-62034993 Fax: 03-62034992
8	Ranjit Singh	Ranjit Singh & Yeoh	D3-U5-10/11/12 and 13, Solaris Dutamas No.1, Jalan Dutamas 1 50480 Kuala Lumpur	Tel : 03-6205 4126 /6205 4128 Fax: 03-6205 4109

PENANG/KEDAH/PERLIS

No	Name	Firm	Address	Tel/ Fax No.
1	P. Navaratnam	Nava & Associates	1st Floor, Room B, No.29, Beach Street, 10300 Penang	Tel : 04-2631058 Fax: 04-2633472
2	Mureli Navaratnam	Mureli Navaratnam	Suite 1, 1st Floor, 7 Weld Quay, 10300 Penang.	Tel : 04-261 8030 Fax : 04-264 3080
3	Baldev Singh Bhar	Syarikat Baldev Bhar	No. 3A, 02-01, Sri Weld Pengkalan Weld 10300 Penang	Tel: 04-2612431 Fax: 04-2619452

PERAK

No	Name	Firm	Address	Tel/ Fax No.
1	A. Iruthaya Raj	Raj Selva & Co	No.28, Jalan Panglima, 30000 Ipoh, Perak	Tel: 05-254 7402 Fax: 05-255 7453

MELAKA/NEGERI SEMBILAN/Some towns on NORTH JOHOR

No	Name	Firm	Address	Tel/ Fax No.
1	Ng Kong Peng	K.P. Ng & Amardas	No. 43-M, Jalan Ong Kim Wee, 75300 Melaka	Tel : 06-2847 559 Fax: 06-2847 597

PAHANG/KELANTAN/TERENGGANU

No	Name	Firm	Address	Tel/ Fax No.
1	Ong Siew Wan	Andrew-David Wong & Ong	Room 102-103, 1st Floor, Bangunan Asia Life, Jalan Teluk Sisek, 25000 Kuantan. P.O.Box 306, 25730 Kuantan, Pahang	Tel: 09-516 2300 Fax: 09-513 8388
2	Sarengapani a/l K Rajoo	R S Pani & Associates	No A25-1, Jalan Tun Ismail 2 Sri Dagangan II 25000 Kuantan Pahang	Tel: 09-5173644/ 09-5173645 Fax: 09-5173655
3	Zamzuri Bin Mohd Husin	Foo Say Ghee & Zamzuri	4086 B&C, Tingkat 1, Wisma Nik Fatimah, Jalan Sultan Yahya Petra, 15200 Kota Bharu, Kelantan	Tel: 09-748 1404 Fax: 09-748 1622
4	Dato' M. Ramachelvam	Rama-Rozi & Associates	No 33, Tingkat 1, Jalan Datuk Bahaman 3, 28000 Temerloh, Pahang Darul Makmur	Tel: 09-296 1262 /09-296 1473 Fax: 09-296 2073

JOHOR

No	Name	Firm	Address	Tel/ Fax No.
1	George Neo	Yeo Chambers	Suite 30.06, 30th Floor, Johor Bahru City Square Office Tower, 106, Jalan Wong Ah Fook, 80000 Johor Bahru	Tel: 07-223 3768 Fax: 07-224 4882
2	Gunasegaran Singaravelu	John Ang & Guna	Suite 1409, 14th Floor, Johor Tower, Jalan Gereja, 80100 Johor Bahru.	Tel: 07-222 1599 / 222 5653 Fax: 07-224 3535

PI INSURANCE & RISK MANAGEMENT DEPARTMENT

Bar Council Malaysia

Suite 4.03A, 4th Floor, Wisma Maran

28 Medan Pasar, 50050 Kuala Lumpur, Malaysia

Tel: 03-2032 4511 Fax: 03-2031 6124

Email: pirm@malaysianbar.org.my

website: www.praktis.com.my

BAR COUNCIL MALAYSIA

No 15, Leboh Pasar Besar

50050 Kuala Lumpur, Malaysia

Tel: 03-2050 2050

Fax: 03-2034 2825 / 2026 1313 / 2072 5818

Email: council@malaysianbar.org.my

website: www.malaysianbar.org.my

Mysahra Shawkat Executive Officer

✉ mysahra@malaysianbar.org.my

Jeremiah Rais Officer

✉ jeremiah.rais@malaysianbar.org.my

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NOTIFY! NOTIFY! NOTIFY!



Notifications should be sent to Jardine Lloyd Thompson Sdn Bhd, our PII Scheme Broker as soon as possible within 60 days:

Jardine Lloyd Thompson Sdn Bhd,

Suite 10.2, 10th Floor,

Faber Imperial Court,

21A Jalan Sultan Ismail,

50250 Kuala Lumpur.

Tel: 03-2723 3241 / 3388 Fax: 03-2723 3301 / 3303

Over the last three years, Insurer have declined 10 claims because of late notification.

It then becomes an uphill battle to reverse this decision by court action or appeal.

1. There is NO LOADING OR PENALTY imposed for notification of circumstance.
2. Please DO IT!!!



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Assisting Lawyers
www.PRAKTIS.com.my
03-2032 4511