



JURISK!

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**GOT A CLAIM?
NOTIFICATION
IS YOUR FIRST STEP**

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Chairperson's Message

Dear Members,

Happy New Year to everyone!

In this issue the Malaysian Bar's Mandatory PII Scheme's Certificate of Insurance for 2014 is given its due prominence, especially clauses and definitions that have undergone significant changes from its 2013 version. When Firms receive their Master Policy and Certificate of Insurance 2014, I urge Partners-in-charge who are responsible for maintaining the Firm's PII coverage, to disseminate copies of the same to all lawyers in your Firm, and to encourage them to read and familiarise themselves with the COI.

The COI has continuously been updated as Members of the PII Committee feel it is important to keep abreast with developments in the area. For example, Clause 3(b) has been amended to provide leeway to Firms to mitigate any unwarranted action by a third party on their own accord, providing of course their actions to mitigate have been consented to by the Insurer. We feel this gives Members a chance to try to amicably resolve disputes with their clients in a more professional and assured manner.

More flexibility is also provided to Firms who wish to pursue recovery of costs awarded to them on their accord as well. This too is on condition that the Insurer wishes to not do so on their own. This change is reflected in Clause 6(c) of the COI.

Another major change to the 2014 COI is an additional exception to the Base Excess rule in regards to conveyancing matters. Base Excess will be as per the Firm's Schedule of Insurance, and will not be increased, if the claimant unconditionally withdraws the claim against the Firm. This change can be found in Clause 10(b) (iii).

The notification process stipulated in Clause 13 has been further refined. Furthermore two case studies have been included in this Issue that highlights the urgency for notification and how it significantly impacts your claim. Failure to notify within the given period of time may result in your claim being disqualified from the Insurers' coverage completely.

I also wish to particularly highlight to Members our second case study in this issue. A deceased Member's estate was sued, and his family, who were not aware of the Bar's PII coverage at all, didn't inform the Insurer and notify them of a Claim the deceased Member's estate received until it was too late.

Members should duly inform their families of the existence of the PII and what it can do for their respective estates in case of death or permanent disability. Whilst this is something most find unappealing to discuss with others, all preparations must be made so that surviving family members know what needs to be done. This is especially true for Sole Proprietors.

I hope Members find this issue particularly useful. If you have any ideas, concerns or feedback on the 2014 COI, I encourage you to write in to us with your thoughts. Progress and evolution to our PII coverage can only happen with sound feedback from those that are within its coverage.

Should Members face any difficulties with the PII Scheme's Broker, Insurer or Claims Administrator, do write in to us and provide us with as much details of your complaint as possible. You can send your complaints to me directly, or the Officers of Bar Council's PII and Risk Management Department. For example, if you are not satisfied with the outcome of the Insurer's defence of your claim, or if your claim is denied, the PII Committee will try our best to put forth an appeal on your behalf and advice you on your remedies to challenge the decision.

We note that in the recent renewal season for the 2014 PII, many Members felt that the services rendered by the Broker, Jardine Lloyd Thompson Sdn Bhd were not of their usual quality. Many of you encountered delays in receiving your invoices to complete your payments on time. Rest assured, the PII Committee took immediate action to stop further unnecessary delays.

We are also updating our PII and RM programmes and our Praktis website, and updating our risk management tools and publication. If you have any ideas and fresher concepts for our suite of risk management tools and publications, do express them to the Department's Officers.

We would like to wish you the very best for 2014 and a Happy New Year!!!

Ragunath Kesavan

Chairperson,

PII Committee

Email: ragunath@kesavan.com.my

Telephone: 03-2095 2299

Happy New Year



Dear Members,

Happy New Year!

We bring you the latest changes to the Certificate of Insurance ("COI") for the Malaysian Bar's Mandatory Professional Indemnity Insurance ("PII") Scheme for 2014 inside this issue.

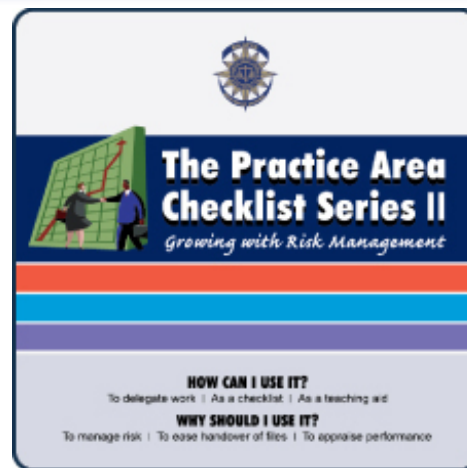
Although changes made to the COI in 2014 are not as exhaustive as the changes made in 2013, they do, however, still concern the protection rendered to Members in the course of conducting their profession. Therefore, this policy is a document that ought to be read and understood by all practitioners.

We have also included two important case studies from actual PII claims that are beneficial for all Members to learn from. For example, the importance of notification to the Broker when you are faced with a circumstance, writ, or summons, to enable the Insurer to kick-start the defence of your claim. Without your timely notification, no help will be forthcoming.

Members with queries and comments on PII and risk management can contact the PII Department's officers directly at 03-20324511 or via email at pirm@malaysianbar.org.my. Happy reading!

The *Jurisk!* Team

MINIMISE RISKS - USE RISK MANAGEMENT PRACTICE TOOLS



An aide memoire to help you in conveyancing and litigation.

If you are a litigator or conveyancing lawyer, the Practice Area Checklist is your asset.

The Practice Area Checklists cover every step, procedure and action for your files. Easily adaptable, they will help ensure your files are complete and will speed up your work time. They can also be used as easy to follow guides for staff.

- An instant aide-memoire.
- Comprehensive guide to managing files.
- Step by step checklists.

The Practice Area Checklists can now be yours for free by downloading from www.praktis.com.my.



Use Bar Council's Risk Management Calendar 2014. Every month features a different tip or advice that is useful for your Firm. A copy of the calendar has been mailed to your Firm. If you would like additional copies (stocks are limited), contact the PII and Risk Management Department or download a copy from www.praktis.com.my.

An Explanation of Some of the Main Terms of the 2014 Certificate of Insurance

The 2014 Certificate of Insurance ("COI") has been updated from its previous 2013 version and in this segment, key clauses that have undergone significant changes are listed and explained in detail. Clauses that have not been altered, but are deemed very important to an Insured Practice ("IP"), are also included and explained.

The PII Committee is always looking at ways to improve the PII Mandatory Scheme for Members of the Malaysian Bar. The COI is one way to ensure that Members get the best protection possible. This is one reason the COI has remained fluid over the years and will continue to be so, to continuously adapt to changes in the profession and to protect against new threats.

If you have any questions regarding the COI and/or your coverage as an IP, you can get in touch with the Members of the PII Committee or Bar Council Officers of the PII and Risk Management Department with your queries.

Editor's Note: In Jurisk! March 2013, the 2013 COI was covered in depth along with complete explanation and illustrations. You can download it, and other previous issues, from www.praktis.com.my.

What We Insure You For And When?

Clause 3, COI: Our indemnity also extends to:

- (a) **Claimant's costs** and **defence costs**; and
- (b) **Mitigation Costs**, subject to the **Firm**:
 - (i) providing prior written notice to **us** during the **period of insurance** of the potential civil liability, the costs required to mitigate the potential civil liability and the probability of the eventual **claim** being made against **you** in the absence of **you** undertaking such mitigating action; and
 - (ii) complying with the terms and conditions of this insurance applicable to **claims**; and
 - (iii) **we** shall not be liable under this insurance for **mitigation costs** which **we** have not consented to in writing, where reasonably practical.
 - (iv) All actions are within the spirit of the Bar Council's Rules and Rulings that govern the Profession.

Mitigating cost is defined in Clause 35(j) to mean any payment of loss, costs or expenses reasonably and necessarily incurred by the Firm in taking action to mitigate or rectify or avoid or reduce a claim which could have been covered under the COI policy.

Clause 3(b) states that mitigating costs incurred for a notification already made to Insurers can be covered under the policy. It is however, subject to conditions stipulated in Clauses 3(b)(i) to (iv).

Whilst it is reasonable for Firms to ensure their goodwill with their clients remain intact during times of distress for the Firm, confirm that the Insurer is duly notified of your claim or potential claim and then of the possible action in mitigating unwarranted civil liability.

How Much We Insure You For

Clause 6, COI: We shall also indemnify **you** for **defence costs**, which amount shall be in addition to the Limit of Indemnity specified in Item 7 of the Schedule. Any payment by **us** of **defence costs** shall not reduce such Limit of Indemnity.

Provided however, that

- (a) if any **one claim** exceeds the Limit of Indemnity, our liability for **defence costs** shall be restricted to such proportion thereof that the Limit of Indemnity bears to the **claim**.
- (b) any cost recovered from the claimant shall first be fully used to offset and indemnify **us** of any costs **we** may have incurred in your defence, with any balance remaining thereafter to inure to **you** for your benefit.
- (c) if **we** do not pursue the recovery of costs awarded and where the cost is recovered by the **Firm, we** shall have no right to this amount.

Clause 6(c) was added into the COI to allow Firms to pursue recovery of costs on their own accord, if and only when the Insurer does not wish to pursue it themselves. The clause also allows for the Firm to have full ownership of any or the entire recovered costs and the Insurers have no right to it.

Following the policy terms, the Firm should verify with the Insurer first if they have any plans to recover the costs awarded before pursuing recovery on their own.

However, should the Insurer pursue recovery of costs awarded, it will be used to first pay back any payments made by the Insurers under the policy which is above your Base Excess. Any balance left will be given to the Firm. This is known as the 'Top Down Principle'.



Your Base Excess

Clause 10, COI: The Base Excess specified in Item 9 of the Schedule shall be increased to the amounts specified below in the event of any **claim** arising out of the following circumstances or events:

- (a) Conflict of Interest: RM100,000 or 2 times the Base Excess whichever is the higher subject to a maximum of RM300,000 where **you** have acted for more than one party to a transaction in respect of conveyancing of land and/or buildings otherwise than in accordance with Bar Council's Rules and Rulings as amended from time to time on conflict of interest, applicable at the time of the transaction.

However the Base Excess shall apply in the event **you** had obtained written waivers from the clients.

- (b) Conveyancing: RM50,000 minimum in respect of conveyancing of land and/or buildings.

However the Base Excess shall apply:

- if **you** had in place an implemented risk management programme at the time the act, error or omission giving rise to the **claim** was committed; or
- it is adjudged by the Court that there is no civil liability arising from the **claim** against the **Firm**; or
- the claimant unconditionally withdraws the **claim** against the **Firm**.

- (c) Dishonesty of Partner: RM20,000 multiplied by the number of **principals** subject to a minimum of RM30,000 and maximum of RM250,000 per **Firm** in respect of **misconduct** of **principals**.

Base Excess is your contractual obligation under this PII policy. In simple terms it is the amount that you have to pay towards your notification, either for damages and/or defence costs. The Insurer will in no way bear your Base Excess. Your Firm's Base Excess is stipulated in Item 9 of your Policy Schedule. The Insurer's obligation towards damages and/or defence costs only arises when your Base Excess has been fully paid.

Clause 10, COI allows for three circumstances where your Base Excess can be increased. This is such because the three circumstances are types of events that could have been **avoided if proper care**, standard risk management practices and protocols were put in place in the Firm.

Clause 10(b)(ii) & (iii) are additions for 2014. The original Base Excess will apply if the Firm is not found liable for the claim or the claimant unconditionally withdraws the claim towards the Firm.



When You Have To Notify Us

Clause 13, COI: Claims or Notifiable Circumstances

- (a) As a condition precedent to liability **you** must notify **us** in writing as soon as reasonably practicable but no later than 60 days, of any **claim** first made against **you** during the **Period of Insurance**;
- (b) You must notify **us** in writing as soon as reasonably practicable but no later than 60 days of any **notifiable circumstances** of which **you** first become aware of during the **Period of Insurance**. We shall treat any subsequent **claim** arising from the same originating cause as the circumstances notified in accordance with this Clause as if it had been made against **you** during this Period of Insurance.
- (c) Notice under this Policy shall be given in writing addressed to:

Jardine Lloyd Thompson Sdn Bhd
Suite 10.2 10th Floor
Faber Imperial Court
21A Jalan Sultan Ismail
50250 Kuala Lumpur

Telephone No : +603 2723 3388
Facsimile No : +603 2723 3301

Examples when notification is required under Clause 13(a), COI:

1. Your Firm receives any assertion of a right to seek compensation and/or damages and/or a Letter of Demand.
2. Your Firm receives a summons, writ, or any type of court proceedings.

Examples when notification is required within Clause 13(b), COI:

1. You have a meeting with a disgruntled client who is very unhappy about the turn of events in his case. He leaves the meeting with a threat to sue the firm.
2. You realise that your Firm has missed a deadline for a client e.g. whether it is to file a writ, file an appeal, to pay your client's stamp duty.
3. During a routine self-audit of the Firm's accounts, you come across unauthorised movement of monies from clients' accounts.



Deciding Whether To Proceed To Hearing Or Settle

Clause 21, COI: In the event of a dispute on whether a **claim** should proceed to trial or settlement, advice shall be taken from a senior member of the Malaysian Bar to be appointed by both of us or in the absence of such mutual agreement, to be appointed by the President, for the time being, of the Malaysian Bar. The option to invoke this clause by either party shall be made within 30 days of the written notification of our decision on whether to contest or settle any legal proceedings.

Clause 22, COI: This advice shall bind both of **us**. The fees payable for this advice shall not exceed RM10,000 and shall be shared equally between **us**.

Clause 23, COI: If both of **us** cannot agree on invoking Clause 21, and if **we** recommend that a claim be settled but **you** elect to contest the proceedings, **you** may do so with our prior written consent with a **legal practitioner** of your choice PROVIDED THAT our liability for all losses arising out of that **claim** shall not exceed the amount for which that **claim** could have been settled plus legal costs up to the date **we** and/or our **authorised representatives** recommended the settlement in writing to **you**.

Clause 21, COI has been altered slightly. Both the Insurer and the Firm will have the opportunity to elect a senior Member of the Malaysian Bar to settle the dispute between the two on whether the claim should go to trial or be settled. The advice is binding on both the Firm and the Insurers and the cost is shared equally.

In the event both parties cannot agree on invoking Clauses 21, then Clause 23 will come into effect. With the Insurer's consent, you can take over the conduct of the claim against you BUT the Insurer's liability towards any damages and/or cost awarded against you **will be capped at the sum that the Insurer had initially wanted to settle at**. This is sometimes called the 'The Hammer Clause'.

Definitions

Clause 35, COI: In this Certificate, unless the context otherwise requires:

- (g) **legal practice** means the provision of such services including pro bono and all professional services as are provided in the normal course of carrying on the profession as a **legal practitioner** in **private practice** anywhere in Malaysia as governed by the Legal Profession Act of 1976 as amended.

In the event of any dispute as to whether any particular service falls within the definition of **legal practice**, then the dispute shall be referred to the President, for the time being, of the Malaysian Bar whose ruling shall be binding on **us**.

- (h) **legal practitioner** means an advocate and solicitor as defined in Section 43 of the Legal Profession Act 1976, as amended; and does not include entities and lawyers defined under Part IVA of the Legal Profession (Amendment) Act 2012.

The definition of legal practice is defined clearer in Clause 35 (g) to include any pro bono work that the firm does. The COI also states that cover is provided only for Members of Malaysian Bar who **have a valid practising certificate and does not include qualified foreign lawyers and foreign law firms**.

Why Members Must Understand the Importance of Timely Notification

Case Study 1: Please Notify in Writing

By Melissa Anne Kraal

SHAN & GOOI (suing as a firm of advocates & solicitors) v CAPITAL INSURANCE BERHAD & 3 ORS [2011] MLJU 440

The Facts

The insured practice, Shan & Gooi ("S&G"), purchased Professional Indemnity Insurance ("PII") Policies through the Malaysian Bar's Mandatory PII Scheme as follows:-

Policy Year	Period of Insurance	Insurer
1999/2000	01.07.1999 – 31.12.2000	Malaysia National Insurance Berhad ["MNI"]
2001	01.01.2001 – 31.12.2001	Malaysia National Insurance Berhad ["MNI"]
2002	01.01.2002 – 31.12.2002	Capital Insurance Berhad ["CIB"]

Sometime on 13.8.1999, one of S&G's Partners discovered that monies had been misappropriated from S&G's office account and clients' account and they suspected a clerk had perpetrated the fraud. When one of the Partners contacted the PII claims administrator at that time, Cunningham Toplis (M) Sdn Bhd ("Cunningham"), on 18.8.1999, he alleged that he was advised to notify only when an actual claim is made against S&G. However, Cunningham also faxed the claims notification guidelines to S&G on 20.8.1999 following the oral notification.

Sometime in 2002, several clients whose monies had been misappropriated filed two separate suits against S&G ("the Suits"). Pursuant to the terms of the 2002 Policy, S&G wrote a letter dated 28.6.2002 to the PII claims administrator

for year 2002, Crawford & Company Adjusters (M) Sdn Bhd ("Crawford"), to notify the Suits. Via letter dated 11.10.2002, Crawford informed S&G that CIB's policy is not triggered and advised S&G to notify MNI since the claim arose during the insurance period of the 1999/2000 Policy.

On 18.10.2002, S&G wrote to Cunningham to notify them of the Suits. There was no reply from Cunningham until 1.8.2003 when Cunningham informed S&G that they were awaiting instructions from the Insurers. There was more silence from Cunningham and MNI despite S&G's reminder on 23.11.2003. As a result S&G initiated legal action against CIB and MNI for indemnity in respect of the Suits.

Tips & Tricks

S&G was successful in their action against MNI but not successful against CIB. The case stands out to show how important timely and written notification is to you as an Insured Practice.

In notification parlance, it is easy to differentiate between a notifiable circumstance from a letter of demand ("LOD") and a writ of summons ("Writ"). An LOD or Writ essentially means that there is **already a claim made against your firm**. However there are occasions and definite events that you encounter which may concern you, even if you don't personally think a claim will materialise. Just notify these!

When an event or circumstance or a string of events or circumstances happen, the best thing to do is simply notify the Broker in writing, detailing as much as possible, of the said events you have just encountered.

There are no consequences and no claims loading in notifying a claim or a circumstance. It is only when the Insurer is required to pay out monies in excess of your Firm's Base Excess that a claims loading is imposed.

One of the main benefits of notifying a circumstance early is that you can discuss the events and the possible solutions with one of the panel solicitors; in most cases this has avoided the circumstance from developing into a claim against a firm.

Notifying early and in writing may avoid your firm facing the predicament of S&G.

Case Study 2: What Every Sole Proprietor Should Know About Their Practice

By Tan Sue Vern (Jardine Lloyd Thompson Sdn Bhd)

For lawyers, it is trite law that a deceased can be sued via the administrators of the estate. For a lawyer practising as a sole proprietor ("SP"), this has even greater implications. The case study below demonstrates how family members of lawyers practising as SPs may be affected by liabilities arising from the practice following the death of the SP.

Mr R practised as a SP under Messrs. Rhubarb & Co. Mr R represented X in a suit and X paid Mr R a sum of RM445,000 as a settlement sum, to be paid to Company C. Sometime later, X received a Notice of Bankruptcy from Company C's solicitors. It transpired that Mr R had not paid Company C the settlement sum. X then brought an action against Mr R via the administrators of his estate, Mr R's widow and son.

Unaware of the implications of having a writ served on them, Mrs R and her son, failed to enter appearance and subsequently a judgment in default was entered against them.

Only when the judgment was executed against them did they seek legal advice and was told of the implications and that she could try to have the judgment set aside. Mrs R was also unaware of the existence of the Professional Indemnity Insurance ("PII") Coverage.

The kind lawyer who assisted Mrs R to file the setting aside also did not know that the widow could notify the Insurers of this suit. It was only until a kind Samaritan informed them to notify the Scheme's Insurer that they proceeded to do so.

The above case study shows the woeful predicament and ordeal the family of a deceased sole proprietor faces after his passing. Their predicament was also partially caused by the family's lack of awareness of PII coverage under the Master Policy for deceased lawyers. Awareness of the PII scheme would have helped Mrs R to avoid facing a judgment in default against her.

AVOID THE SITUATION!

1. Plan an exit strategy!

The lack of succession planning may expose your family members to liabilities arising from your practice. Regardless of age, you should have in place a solid succession plan if you have decided to practice as a SP. This helps to ensure that matters pertaining to the operation of your Firm are well handled in light of any unexpected events. A good succession plan should involve considerations such as who should be responsible for the closing of the Firm, who should take-over active files of the Firm, what should be done with money in the Firm's client account etc.

2. Educate, educate, and educate!

Even if your firm has good practices, it is still important for family members to be informed about the existence of the PII. It is ironic how lawyers constantly advice clients on how to protect their interests but neglect to do the same for their family members on matters such as this to protect their interests.

Inform your family members that your Firm is covered by PII and that a claim should be notified to Jardine Lloyd Thompson or even seek help from the Bar Council. In most cases, a panel solicitor will be appointed to assist in the matter.

3. Top it up!

While this is not necessarily a prevention measure, it is a safety measure that can make a difference and may avoid your family facing financial stress. For SPs, the mandatory coverage under the scheme is set at RM250,000. In Mr. R's case, the claim made against him exceeded the mandatory coverage. In the absence of top up coverage, the additional cost would have to be borne by Mr. R's family. Having sufficient insurance coverage helps protect your family from having to bear the burden of any additional costs beyond the mandatory coverage.

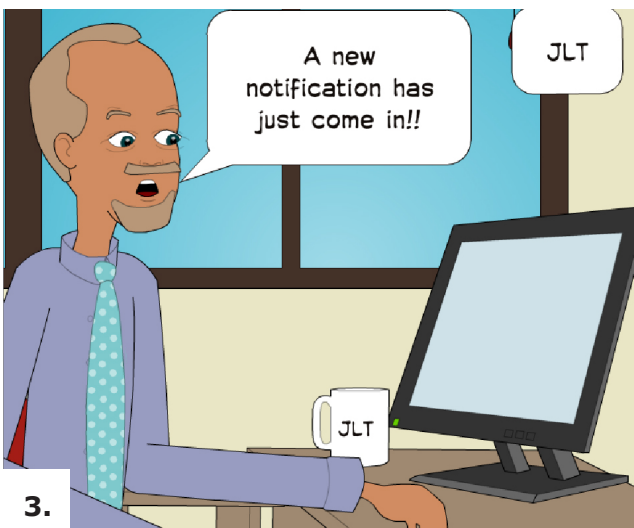
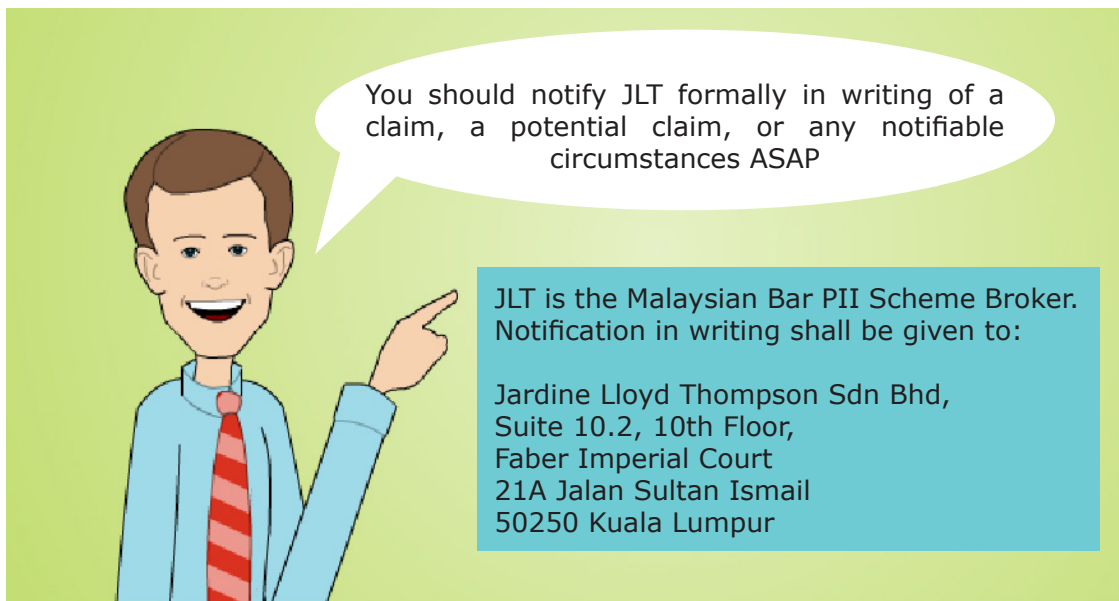
NB. PII coverage for deceased and retired lawyers is subject to terms and conditions of the policy; and does not cover Misconduct type claims.

UNDERSTANDING THE NOTIFICATION PROCESS



A claim is:

- a demand for or an assertion of a right to, compensation or damages; or
- An intimation of an intention to seek compensation or damages



Upon receipt of a new notification, JLT reviews the notification to ensure that the Firm has included all relevant documents. JLT will also send the Firm a short acknowledgment and the Claim Notification Form. They will then forward the Firm's notification to the Insurers and Echelon



Echelon is the third party claims administrator under the PII scheme. They are responsible for the management of claim notifications and they act as the intermediary between the insured practice, the insurers and the panel solicitors.

When Echelon receives a notification, they will immediately do the following:

- (a) Call up the firm for a discussion
- (b) Issue a letter of acknowledgement explaining coverage, policy limits, base excess, policy terms, Insurer's and Firm's obligations
- (c) Appoint a Panel Solicitor if the notification is a writ
- (d) Appoint a Panel Solicitor if necessary for other types of notifications.



HOW YOUR NOTIFICATION IS DEALT WITH

Writ notifications: A Panel Solicitor (PS) will be appointed within 14 days of the Firm's notification. However, in practice, Echelon will appoint a PS within 2-3 days if the Firm has included all the cause papers in the notification. The appointed PS will then contact the Firm to schedule an interview to obtain all information and/or documents necessary for the defence.

LOD and Circumstance Notifications: A PS will be appointed if the Insurer believes the PS can assist to resolve the situation. Firms can also request for the assistance of a PS.

Important Points to Note:

1. You are advised to consult Echelon before replying to any letters of demand. If a PS is not appointed at this stage, the firm is advised to provide regular status updates and contact Echelon immediately if a writ is served.
2. It is important to send in a notification even if it is a circumstance (i.e. there is only an intimation/ threat of legal action against the firm).
3. Late notification may cause insurers to decline your claim. Thus always notify your claim as soon as practicable!

Penjelasan Terma-terma Utama yang Terkandung dalam 2014 Certificate of Insurance

Sijil Insurans 2014 ("COI") telah dikemaskinikan dari versi sebelum ini (2013) dan dalam segmen ini, fasal utama yang telah mengalami perubahan yang ketara disenaraikan dan diterangkan secara terperinci. Fasal yang tidak diubah, tetapi dianggap sangat penting kepada Amalan yang Diinsurankan ("IP"), juga dijelaskan.

Jawatankuasa PII sentiasa mencari cara untuk memperbaiki Skim Mandatori PII untuk Ahli-ahli Bar Malaysia. COI adalah salah satu cara untuk memastikan bahawa Ahli mendapat perlindungan yang terbaik. Ini adalah salah satu sebab COI mengalami penambahbaikan selama ini dan akan terus begitu, untuk terus menyesuaikan diri dengan perubahan dalam profesion dan untuk melindungi daripada ancaman baru.

Jika anda mempunyai sebarang soalan mengenai COI dan/atau perlindungan anda sebagai IP, anda boleh berhubung dengan Ahli Jawatankuasa PII atau Pegawai di Majlis Peguam di Jabatan PII dan Pengurusan Risiko dengan pertanyaan anda.

Nota Editor: Dalam Jurisk! Mac 2013, 2013 COI telah dibincangkan secara mendalam bersama-sama dengan penjelasan lengkap dan ilustrasi yang berkaitan. Anda boleh muat turun naskah in dan lain-lain dengan melayari www.praktis.com.my.

What We Insure You For And When?

Clause 3, COI: Our Indemnity also extends to:

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 - (ii) complying with the terms and conditions of this insurance applicable to **claims**; and
 - (iii) **we** shall not be liable under this insurance for **mitigation costs** which **we** have not consented to in writing, where reasonably practical.
 - (iv) All actions are within the spirit of the Bar Council's Rules and Rulings that govern the Profession.

Mitigating cost ditakrifkan dalam Fasal 35(j) untuk bermaksud apa-apa bayaran kerugian, kos atau perbelanjaan yang munasabah dan yang perlu ditanggung oleh Firma dalam mengambil tindakan untuk mengurangkan atau membetulkan atau mengelakkan atau mengurangkan tuntutan yang mungkin telah dilindungi di bawah polisi COI.

Fasal 3(b) menyatakan bahawa kos yang ditanggung untuk mengurangkan pemberitahuan yang telah dibuat kepada Syarikat Insurans boleh dilindungi di bawah polisi. Bagaimanapun, ini adalah tertakluk kepada syarat yang ditetapkan dalam Fasal 3(b)(i) hingga (iv).

Walaupun adalah munasabah untuk Firma untuk memastikan hubungan dengan klien tidak terjejas dalam tempoh ini, sahkan bahawa Syarikat Insurans telah dimaklumkan mengenai tuntutan anda atau potensi tuntutan dan kemudian tindakan yang mungkin bagi mengurangkan liabiliti tindakan sivil.

How Much We Insure You For

Clause 6, COI: We shall also indemnify **you** for **defence costs**, which amount shall be in addition to the Limit of Indemnity specified in Item 7 of the Schedule. Any payment by **us** of **defence costs** shall not reduce such Limit of Indemnity.

Provided however, that

- (a) if any **one claim** exceeds the Limit of Indemnity, our liability for **defence costs** shall be restricted to such proportion thereof that the Limit of Indemnity bears to the **claim**.
- (b) any cost recovered from the claimant shall first be fully used to offset and indemnify **us** of any costs **we** may have incurred in your defence, with any balance remaining thereafter to inure to **you** for your benefit.
- (c) if **we** do not pursue the recovery of costs awarded and where the cost is recovered by the **Firm, we** shall have no right to this amount.

Fasal 6(c) telah ditambah ke dalam COI bagi membenarkan Firma meneruskan pemulihan kos dengan sendiri sekiranya Syarikat Insurans tidak ingin meneruskan. Fasal ini juga membolehkan Firma mempunyai hak milik penuh mana-mana atau keseluruhan kos yang didapatkan sendiri dan Syarikat Insurans tidak berhak terhadapnya.

Lanjutan daripada terma polisi, Firma perlu mengesahkan dengan Syarikat Insurans jika mereka mempunyai rancangan untuk mendapatkan semula kos yang diberikan sebelum membuat pemulihan sendiri.

Walau bagaimanapun, sekiranya Syarikat Insurans meneruskan pemulihan kos yang diberikan, ini akan digunakan untuk pertama sekali membayar balik apa-apa bayaran yang dibuat oleh Syarikat Insurans di bawah polisi bagi jumlah yang melebihi *Base Excess* anda. Baki yang tinggal akan dikembalikan kepada firma itu. Ini dikenali sebagai 'Prinsip Top Down'.



Your Base Excess

Clause 10, COI: The Base Excess specified in Item 9 of the Schedule shall be increased to the amounts specified below in the event of any **claim** arising out of the following circumstances or events:

- (a) Conflict of Interest: RM100,000 or 2 times the Base Excess whichever is the higher subject to a maximum of RM300,000 where **you** have acted for more than one party to a transaction in respect of conveyancing of land and/or buildings otherwise than in accordance with Bar Council's Rules and Rulings as amended from time to time on conflict of interest, applicable at the time of the transaction.

However the Base Excess shall apply in the event **you** had obtained written waivers from the clients.

- (b) Conveyancing: RM50,000 minimum in respect of conveyancing of land and/or buildings.

However the Base Excess shall apply:

- if **you** had in place an implemented risk management programme at the time the act, error or omission giving rise to the **claim** was committed; or
- it is adjudged by the Court that there is no civil liability arising from the **claim** against the **Firm**; or
- the claimant unconditionally withdraws the **claim** against the **Firm**.

- (c) Dishonesty of Partner: RM20,000 multiplied by the number of **principals** subject to a minimum of RM30,000 and maximum of RM250,000 per **Firm** in respect of **misconduct of principals**.

Base Excess merupakan obligasi dalam kontrak anda di bawah polisi PII ini. Dalam bahasa yang mudah ini adalah jumlah yang anda perlu bayar untuk pemberitahuan, sama ada untuk kerosakan dan/atau kos pembelaan. Syarikat Insurans anda sama sekali tidak akan menanggung *Base Excess* anda. Jumlah *Base Excess* Firma anda telah ditetapkan dalam Perkara 9 Jadual Polisi anda.

Kewajipan Syarikat Insurans terhadap kerosakan dan/atau kos pembelaan hanya timbul apabila *Base Excess* anda telah dibayar sepenuhnya.

Fasal 10, COI membolehkan tiga keadaan di mana *Base Excess* anda akan dinaikkan. Ini adalah kerana dalam ketiga-tiga keadaan ini, firma sepatutnya boleh mengelak liabiliti sekiranya amalan pengurusan risiko yang standard dan protokol diamalkan.

Fasal 10(b)(ii) & (iii) adalah tambahan untuk 2014. *Base Excess* asal akan terpakai jika Firma itu tidak didapati bersalah terhadap tuntutan atau pihak yang menuntut menarik balik tanpa syarat tuntutan terhadap Firma.



When You Have To Notify Us

Clause 13, COI: Claims or Notifiable Circumstances

- (a) As a condition precedent to liability **you** must notify **us** in writing as soon as reasonably practicable but no later than 60 days, of any **claim** first made against **you** during the **Period of Insurance**;
- (b) You must notify **us** in writing as soon as reasonably practicable but no later than 60 days of any **notifiable circumstances** of which **you** first become aware of during the **Period of Insurance**. We shall treat any subsequent **claim** arising from the same originating cause as the circumstances notified in accordance with this Clause as if it had been made against **you** during this Period of Insurance.
- (c) Notice under this Policy shall be given in writing addressed to:

Jardine Lloyd Thompson Sdn Bhd
Suite 10.2 10th Floor
Faber Imperial Court
21A Jalan Sultan Ismail
50250 Kuala Lumpur

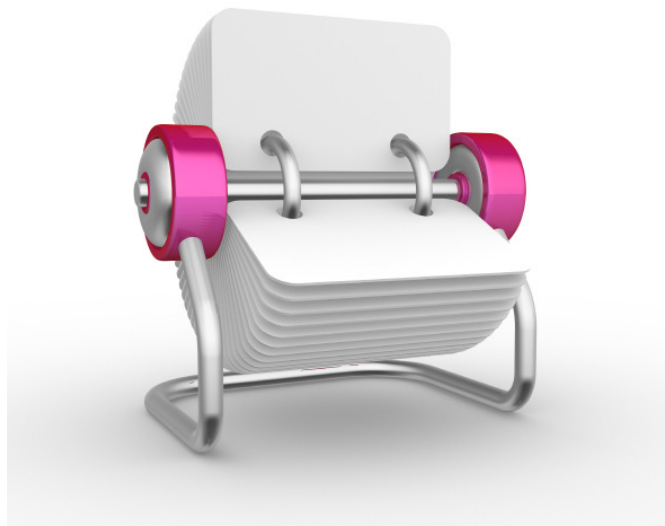
Telephone No : +603 2723 3388
Facsimile No : +603 2723 3301

Contoh apabila pemberitahuan yang dikehendaki di bawah Fasal 13(a), COI:

1. Firma anda menerima sebarang pernyataan tentang hak untuk mendapatkan pampasan dan/atau ganti rugi dan/atau Surat Permintaan.
2. Firma anda menerima saman, writ, atau apa-apa jenis prosiding mahkamah.

Contoh apabila pemberitahuan diperlukan dalam Fasal 13(b), COI:

1. Anda menghadiri mesyuarat dengan klien yang tidak puas hati dengan peristiwa-peristiwa dalam kesnya. Klien meninggalkan mesyuarat tersebut dengan ancaman untuk menyaman firma.
2. Anda menyedari bahawa Firma anda telah terlepas tarikh akhir untuk klien contohnya untuk memfailkan writ, memfailkan rayuan, membayar duti setem klien anda.
3. Semasa menjalankan audit rutin akaun Firma, anda mendapati transaksi yang meragukan dalam akaun-akaun klien.



Deciding Whether To Proceed To Hearing Or Settle

Clause 21, COI: In the event of a dispute on whether a **claim** should proceed to trial or settlement, advice shall be taken from a senior member of the Malaysian Bar to be appointed by both of us or in the absence of such mutual agreement, to be appointed by the President, for the time being, of the Malaysian Bar. The option to invoke this clause by either party shall be made within 30 days of the written notification of our decision on whether to contest or settle any legal proceedings.

Clause 22, COI: This advice shall bind both of **us**. The fees payable for this advice shall not exceed RM10,000 and shall be shared equally between **us**.

Clause 23, COI: If both of **us** cannot agree on invoking Clause 21, and if **we** recommend that a claim be settled but **you** elect to contest the proceedings, **you** may do so with our prior written consent with a **legal practitioner** of your choice PROVIDED THAT our liability for all losses arising out of that **claim** shall not exceed the amount for which that **claim** could have been settled plus legal costs up to the date **we** and/or our **authorised representatives** recommended the settlement in writing to **you**.

Fasal 21, COI telah diubah sedikit. Kedua-dua Syarikat Insurans dan Firma akan mempunyai peluang untuk memilih seorang Ahli Kanan dari Bar Malaysia untuk menyelesaikan pertikaian antara kedua-dua pihak sama ada tuntutan itu sepatutnya ke mahkamah atau diselesaikan sahaja. Nasihat itu akan mengikat kedua-dua Firma dan Syarikat Insurans dan kos dikongsi bersama.

Sekiranya kedua-dua pihak tidak boleh bersetuju untuk merujuk Fasal 21, maka Fasal 23 akan berkuat kuasa. Dengan keizinan Syarikat Insurans, anda boleh mengambil alih pengendalian terhadap tuntutan itu TETAPI liabiliti Syarikat Insurans terhadap sebarang kerosakan dan/atau kos dianugerahkan terhadap anda akan dihadkan kepada jumlah yang Syarikat Insurans telah tetapkan pada awalnya. Ini kadangkala digelar 'The Hammer Clause'.

Definitions

Clause 35, COI: In this Certificate, unless the context otherwise requires:

- (g) **legal practice** means the provision of such services including pro bono and all professional services as are provided in the normal course of carrying on the profession as a **legal practitioner** in **private practice** anywhere in Malaysia as governed by the Legal Profession Act of 1976 as amended.

In the event of any dispute as to whether any particular service falls within the definition of **legal practice**, then the dispute shall be referred to the President, for the time being, of the Malaysian Bar whose ruling shall be binding on **us**.

- (h) **legal practitioner** means an advocate and solicitor as defined in Section 43 of the Legal Profession Act 1976, as amended; and does not include entities and lawyers defined under Part IVA of the Legal Profession (Amendment) Act 2012.

Definisi amalan undang-undang yang lebih jelas ditakrifkan dalam Fasal 35(g) yang termasuk sebarang kerja pro bono yang dilakukan Firma itu. COI juga menyatakan bahawa perlindungan adalah disediakan hanya untuk Ahli-ahli Bar Malaysia yang mempunyai sijil amalan yang sah dan tidak termasuk peguam asing yang layak dan Firma guaman asing.

Mengapa Semua Ahli Perlu Sedar Kepentingan Membuat Pemberitahuan Tepat Pada Masanya

Kajian Kes 1: Beri Makluman Secara Bertulis

Oleh Melissa Anne Kraal

SHAN & GOOI (menyaman sebagai firma peguam bela & peguam cara) v CAPITAL INSURANCE BERHAD & 3 ORS [2011] MLJU 440

Fakta

Amalan yang diinsuranskan, Shan & Gooi ("S&G"), membeli Polisi Insurans Indemniti Professional ("PII") melalui Skim Mandatori PII Bar Malaysia seperti berikut:-

Tahun Polisi	Tempoh Polisi	Syarikat Insurans
1999/2000	01.07.1999 – 31.12.2000	Malaysia National Insurance Berhad ["MNI"]
2001	01.01.2001 – 31.12.2001	Malaysia National Insurance Berhad ["MNI"]
2002	01.01.2002 – 31.12.2002	Capital Insurance Berhad ["CIB"]

Lebih kurang pada 13.8.1999, salah seorang daripada rakan kongsi S&G mendapati wang telah diselewengkan dari akaun pejabat dan akaun klien firma. Mereka mengesyaki seorang kerani telah melakukan penyelewengan tersebut. Apabila salah seorang rakan kongsi menghubungi pentadbir tuntutan PII ketika itu, Cunningham Toplis (M) Sdn Bhd ("Cunningham"), pada 18.8.1999, dia mendakwa telah dinasihatkan untuk membuat pemberitahuan hanya apabila tuntutan sebenar dibuat terhadap S&G. Walau bagaimanapun, Cunningham menghantar faks garis panduan membuat pemberitahuan tuntutan kepada S&G pada 20.8.1999 iaitu selepas S&G membuat pemberitahuan secara lisan.

Dalam tahun 2002, beberapa klien yang wang mereka telah diselewengkan memfail dua saman berasingan terhadap S&G ("saman-saman tersebut"). Selaras dengan terma Polisi 2002, S&G telah menulis surat bertarikh 28.6.2002 kepada pentadbir tuntutan PII tahun 2002,

Crawford & Company Adjusters (M) Sdn Bhd ("Crawford"), untuk memberitahu tentang saman-saman tersebut. Melalui surat bertarikh 11.10.2002, Crawford memaklumkan S&G bahawa polisi dengan CIB tidak dicetuskan dan S&G dinasihatkan untuk memberitahu MNI memandangkan tuntutan tersebut adalah dalam tempoh insurans Polisi 1999/2000.

Pada 18.10.2002, S&G menulis kepada Cunningham untuk memaklumkan kepada mereka mengenai saman-saman tersebut. Cunningham tidak memberi jawapan sehingga 1.8.2003 apabila Cunningham memberitahu S&G bahawa mereka sedang menunggu arahan daripada Syarikat Insurans. Walaupun S&G membuat pertanyaan kepada Cunningham dan MNI pada 23.11.2003, tiada jawapan yang diterima. S&G pun memulakan tindakan undang-undang terhadap CIB dan MNI bagi menanggung rugi berkenaan dengan saman-saman tersebut.

Tip Terbaik

S&G berjaya dalam tindakan mereka terhadap MNI tetapi tidak berjaya terhadap CIB. Sebagai amalan yang diinsuranskan, kes ini merupakan contoh terbaik untuk menunjukkan betapa pentingnya pemberitahuan yang dibuat tepat pada masanya dan secara bertulis.

Secara amnya, adalah mudah untuk membezakan *notifiable circumstance* dengan penerimaan surat tuntutan ("LOD") dan writ saman ("Writ"). Suatu LOD atau Writ pada dasarnya bermakna sudah ada tuntutan yang dibuat terhadap Firma anda. Walau bagaimanapun, akan ada ketika atau peristiwa yang dilalui yang mungkin anda fikir tidak akan menjadi satu tuntutan. Sungguh pun begini, buat pemberitahuan!

Apabila suatu peristiwa, keadaan, rentetan peristiwa atau keadaan yang berlaku, perkara terbaik untuk dilakukan adalah membuat pemberitahuan kepada Syarikat Insurans secara bertulis, memperincikan sebanyak mungkin peristiwa tersebut yang baharu sahaja dihadapi.

Tiada kesan dan tiada *Claims Loading* dalam membuat pemberitahuan tuntutan atau *circumstance*. *Claims Loading* hanya dikenakan apabila Syarikat Insurans membuat bayaran untuk jumlah yang melebihi *Base Excess* firma.

Salah satu faedah utama membuat pemberitahuan awal mengenai kemungkinan suatu tuntutan adalah anda boleh membincangkan peristiwa-peristiwa dan penyelesaian yang mungkin dengan salah satu daripada panel peguam; dalam kebanyakan kes, cara ini dapat mengelakkan kebarangkalian untuk tuntutan terhadap firma anda berkembang menjadi tuntutan sebenar.

Membuat pemberitahuan awal dan secara bertulis boleh mengelakkan firma anda daripada menghadapi masalah seperti S&G.

Kajian Kes 2: Apa Yang Perlu Diketahui Oleh Setiap Pemilik Tunggal Mengenai Amalan Mereka

Oleh Tan Sue Vern (Jardine Lloyd Thompson Sdn Bhd)

Bagi peguam, walaupun telah meninggal dunia, anda masih boleh disaman melalui pentadbir harta pusaka anda. Sebagai pemilik tunggal ("PT"), implikasinya adalah lebih besar. Kajian kes di bawah menunjukkan bagaimana ahli keluarga seorang peguam yang menjalankan amalan sebagai PT mungkin terjejas oleh liabiliti yang timbul daripada amalan berikutan kematiannya.

Encik R telah beramal sebagai PT di bawah nama Tetuan Rhubarb & Co. Encik R mewakili X dalam satu saman dan X membayar Encik R sejumlah RM445,000 sebagai jumlah bagi penyelesaian kesnya, untuk dibayar kepada Syarikat C. Lama kemudian, X menerima Notis Bankrap daripada peguam Syarikat C. Ini terjadi kerana Encik R tidak membayar Syarikat C jumlah penyelesaian tadi. X kemudian membawa satu tindakan terhadap Encik R melalui pentadbir harta pusakanya, balu Encik R dan anaknya.

Tidak menyedari implikasi terhadap writ yang disampaikan kepada mereka, Puan R dan anaknya gagal memasukkan kehadiran dan kemudiannya perintah ingkar telah dikeluarkan terhadap mereka.

Hanya apabila penghakiman itu dilaksanakan terhadap mereka baharulah mereka mendapatkan nasihat undang-undang dan diberitahu mengenai implikasinya iaitu mereka boleh cuba untuk mengeneipkan penghakiman itu. Puan R juga tidak mengetahui kewujudan perlindungan dibawah Insurans Indemniti Profesional ("PII").

Peguam yang telah membantu Puan R untuk memfailkan penepian juga tidak tahu bahawa seorang balu kepada peguam boleh membuat pemberitahuan kepada Syarikat Insurans mengenai saman ini. Pemberitahuan kepada Syarikat Insurans hanya dibuat setelah diberitahu oleh seseorang yang prihatin terhadap masalah ini.

Kajian kes di atas menunjukkan pengalaman pahit yang terpaksa dilalui oleh keluarga PT selepas kematiannya. Keadaan ini diburukkan lagi dengan kurangnya kesedaran oleh keluarga peguam yang meninggal mengenai perlindungan polisi PII. Sekiranya pengetahuan tentang Skim PII diketahui awal oleh Puan R, ini dapat membantunya daripada penghakiman ingkar.

ELAKKAN KEADAAN INI!

1. Rancang strategi keluar!

Kekurangan perancangan penggantian mungkin mendedahkan ahli keluarga anda terhadap liabiliti yang timbul daripada amalan anda. Tanpa mengira usia, anda perlu mempunyai rancangan penggantian yang kukuh jika anda telah memutuskan untuk menjalankan amalan sebagai PT. Ini dapat membantu untuk memastikan perkara-perkara yang berkaitan dengan operasi firma anda dapat dikendalikan dengan baik sekiranya berlaku keadaan-keadaan yang tidak diduga. Pelan penggantian yang baik harus melibatkan pertimbangan seperti siapa yang perlu bertanggungjawab untuk menutup firma, siapa yang patut mengambil alih fail aktif firma, apa yang perlu dilakukan dengan wang dalam akaun klien firma dan lain-lain.

2. Pengetahuan yang tidak ternilai!

Walaupun firma anda mempunyai amalan yang baik, adalah penting untuk ahli keluarga diberitahu tentang kewujudan PII. Adalah ironi bagaimana peguam sentiasa menasihati pelanggan tentang bagaimana untuk melindungi kepentingan mereka tetapi mengabaikan untuk melakukan perkara yang sama untuk ahli keluarga mereka sendiri.

Beritahu ahli keluarga anda bahawa firma anda dilindungi oleh PII dan sebarang tuntutan perlu dimaklumkan kepada Syarikat Insurans atau mendapatkan bantuan daripada Majlis Peguam. Dalam kebanyakan kes, seorang peguam panel akan dilantik bagi perkara itu.

3. Ambil insurans tambahan

Walaupun ini tidak semestinya satu langkah pencegahan, ini adalah langkah keselamatan yang boleh membuat perbezaan dan boleh mengelakkan keluarga anda menghadapi tekanan kewangan. Bagi TP, perlindungan mandatori di bawah skim ini ditetapkan pada RM250,000. Dalam kes Encik R, tuntutan yang dibuat terhadapnya melebihi had mandatori. Dalam ketiadaan *top up*, kos tambahan perlu ditanggung sendiri oleh keluarga Encik R. Sekiranya mempunyai perlindungan insurans yang mencukupi, ini dapat membantu melindungi keluarga anda daripada terpaksa menanggung beban apa-apa kos tambahan yang melebihi had mandatori.

Nota: Perlindungan PII untuk peguam yang mati dan bersara adalah tertakluk kepada terma dan syarat polisi dan tidak meliputi tuntutan jenis salah laku.

2013 Risk Management Highlights

EVENTS SUMMARY:

- Six workshops were successfully organised from April to November 2013.
- Workshops were organised in Kuala Lumpur and Penang.

1 *Getting Started*

Two *Getting Started!* workshops were successfully organised at RAA Auditorium, Bar Council Secretariat on 20 May 2013 and 5 Sept 2013.

The workshop was first organised in 2007 as part of Bar Council's risk management initiative for Members of the Bar who intend to establish new firms, or just joined a partnership. The workshop is also suitable for lawyers who just started practice and useful as a refresher course for senior lawyers. The workshop is kept at a small number to allow for better interaction between the speakers and the participants.

The full day workshop course features broad and comprehensive aspects on practice and matter management, accounting and taxation, litigation and conveyancing. These individual modules were conducted by professionals and senior practitioners who are highly qualified in their respective fields.

By the end of each workshop, participants will be able to apply the matter management concepts and experience shared into their day-to-day management of the Firm and their files. Based on the feedback received, almost all if the participants agreed that the workshop should be attended by their peers to refresh knowledge and gain information.

2 *Risk Management for Staff*

The Risk Management for Staff Workshop was conducted four times this year. The first workshop of the year was held in RAA Auditorium, Bar Council Secretariat on 21 March 2013 attended by 78 people. The second workshop made its way to Penang on 30 May at Bayview Georgetown Hotel to cater for Members in the northern region. A total of 74 participants attended the workshop, and this is the second time the workshop is held outside of Kuala Lumpur. The third and fourth workshop was again successfully organised at the RAA Auditorium, Bar Council Secretariat on 21 June 2013 and 21 Nov 2013 with a total of 45 and 39 participants respectively.

Participants were made up of legal support staff, paralegals, accounting and administrative staff of legal practices. The workshop is tailor-made to coach staff on how to better assist lawyers. The objective of the workshop is to cultivate good work ethics and culture as well as risk awareness amongst law firm staff. The workshop encompasses major topics on communication, law firm accounts, office administration, and file and time management.

Base on the compiled feedback received, most of the participants felt that the Workshop met their expectations and would encourage their peers to attend the Workshop.



PUBLICATIONS SUMMARY

- Jurisk! is now dual-language – Bahasa Malaysia articles featured in every issue.
- 2014 RM Calendar featuring key pointers on firm's health check, to dos and checklists, tips and advice.

1 *Jurisk!*

The complimentary quarterly risk management newsletter is distributed to all Members of the Bar. Through this wide outreach, Bar Council seeks to enhance the awareness of risk management and implementing best practice among its Members. Each issue provides actual case studies of past claims, statistics and possible solutions. The four issues of *Jurisk!* published in 2013 are as follows:

- 1. March 2013 (COI Explained):** The 2013 PII policy had been updated, with amendments to some clauses, and inclusions of new clauses. The changes to the 2013 Master Policy and Certificate of Insurance were highlighted in this issue. The terms were simplified and were aided with examples and illustrations to assist Members to understand the extent of cover provided under the policy.
- 2. June 2013 (Making Your Claims Process Easier):** In this issue, Members were guided with an in-depth guide on how to respond to a claim. The workflow of the process and a step-by-step guide to complete the claims notification form were also included.
- 3. September 2013 (Conveyancing as it is!):** The September issue of *Jurisk!* focused on the pitfalls in conveyancing files based on actual case studies along with tips and advice to help forewarn risks and suggest possible solutions to it.
- 4. December 2013 (The 2014 Certificate of Insurance):** The 2014 PII Policy has been finalised. The updates and changes in the terms and conditions to the PII Policy wordings is highlighted in this issue alongside with explanation and case study. Among the changes includes the definition of "legal practitioner", "mitigation costs" and "successor practice". This issue also highlights the projects for 2014.

Past issues of the newsletter in PDF format can be downloaded from:

- **www.malaysianbar.org.my**
(see Resource Centre>Downloads>Risk Management); or
- **www.praktis.com.my**
(see Risk Management>Practice Tools>*Jurisk!*).

2 2014 RM Calendar

The key features of Bar Council's Risk Management Calendar 2014 includes self-help health check on firms, tips and practice advice. Also included are pertinent key reminders on Bar Council's deadlines such as paying your Bar Council **Subscriptions**, preparing for your PII and SA/PC renewals as well deadlines on submitting nominations and elections of Bar Council Members.

**March
2013**



**June
2013**



**September
2013**



**December
2013**



**2014 RM
Calendar**



ADDITIONAL PROJECTS SUMMARY

- Risk management review on Bar Council's risk management initiative was done in 2nd and 3rd quarter 2013 as part of the PII Committee's ingenuity in refreshing the mission. Based on the findings of the review, the following recommendations were made:

1 Revamp of PRAKTIS website

Apart from creating proper structure and arranging elements in a way that is easier to understand by the user, the primary objective of revamping the website is to provide high quality content, if not, be as informative as much as possible to drive users. At present, the revamping of the website is still at the early-stage of revising and updating contents, selecting materials and web designing. The all new PRAKTIS website key features include, but are not limited to, practice advice and links to risk management information from other websites.



2 START Kit

The START Kit is a starter kit especially designed for Members of the Bar who intend to start their own practice. The kit contains the nitty-gritty day-to-day aspects of both management and practice areas every advocate and solicitor needs to know in order to start and run their practice. It is also very useful to Members who just started practice.

The kit includes the *Best Practice Guides* on "Setting Up Practice", "Accounting for Lawyers", "Time Management for Lawyers" and "Law Practice Management"; Practice Area Checklist CD-ROM; Office Management DVD-ROM; and reference materials on daily practice.

Effective from 18 October 2013, the Practice Area Checklist CD-ROM is complimentary can be downloaded from www.praktis.com.my. This is to encourage the use of the checklists and cultivate better risk management in firms.

In moving forward, the PII and Risk Management Department is currently working on revising and updating content of the materials in START Kit.

3 Workshops

The workshops conducted by the Department will also be revamped to provide training sessions tailored to the needs of Members and/or their staffs who are interested in acquiring and developing skills relevant to their areas of practice, specialisation or according to different staff levels.



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Targeting Risks Creating Solutions.

HELPDESK

Contact the Professional Indemnity Insurance
Department with your practice queries