



# ***THE MALAYSIAN BAR***

Master policy



**Sedgwick**

STAMP DUTY  
PAID

## **MASTER POLICY**

### **WHEREAS**

Certain Members of the Malaysian Bar who engage in Private Practice as Lawyers are required in terms of Rules promulgated under the Legal Profession Act 1976 as amended by the Legal Profession (Amendment) Act 1992 to carry approved insurance against civil liability arising out of the conduct of such Practice

### **AND WHEREAS**

The Malaysian Bar Council (hereinafter referred to as "the Bar Council") acting for and on behalf of its Members has designated The Insurers to be the sole providers of the requisite insurance

**THIS MASTER POLICY WITNESSES** that is is agreed between the Malaysian Bar and The Insurers as follows:-

1. This Master Policy shall come into operation on 1st January 1992 and in the absence of Notice of Discontinuation it shall endure from that date until 31st December, 1992 and annually thereafter.
2. During the subsistence of this Master Policy The Insurers shall upon payment of the Premium grant to any Practice applying therefor through the Brokers the insurance expressed in the Certificate of Insurance constituting Annexure I hereto
3. The Limit of Indemnity under any Certificate of Insurance so issued shall not be less than the Minimum Mandatory Limit of Indemnity specified in Annexure II and the Insured's Contribution and the Premium thereon shall be as stipulated in said Annexure as modified by the rating factors, if applicable.

4. From 1st July, 1992 the Bar Council shall require applicants for Sijil Annual to produce proof of insurance under this Master Policy

Provided that where any Practice which is at that date insured under any other arrangement for a Limit of Indemnity not less than the prescribed Minimum Mandatory Limit then the Members in that Practice shall be granted their Sijil Annual on condition that insurance is arranged under this Master Policy upon expiry of such current insurance.

5. The Minimum Mandatory Limits of Indemnity the Insured's Contribution and the Premiums and other terms applicable to Mandatory and Optional covers shall not be varied during the course of any Calendar Year but shall be reviewed prior to 31st December, 1992 and annually thereafter, or on such date as the Parties hereto shall agree.
6. The Insurers agree to indemnify under this Master Policy any Retired Lawyer who was covered under a Certificate of Insurance issued under this Master Policy for a minimum period of 12 months and who retired whilst insured under this Master Policy.

Provided that

- 1 Indemnity shall be given only in respect of claims first made against the Retired Lawyer during the subsistence of this Master Policy.
2. No indemnity shall be given in respect of work undertaken by the Retired Lawyer whilst not in possession of a valid Practice Certificate.

3. Indemnity shall be provided on the basis applicable to Sole Practitioners save that no Premium shall be payable.
4. No pro-rata return premium shall be payable for any unexpired period.
7. This Master Policy and the Annexures hereto shall be read as one document and interpreted in accordance with the law of England.
8. "The Insurers" means the Insurance Companies and Lloyd's Underwriters specified below contracting severally for the proportion of liability and premium set against their individual names:

<b>INSURER</b>	<b>PROPORTION (PERCENTAGE)</b>
A. Sharp Esq & Others - Syndicate 0839 at Lloyd's	18.0505
Sun Alliance Insurance (Malaysia) Sdn.Bhd.	18.0505
Royal Insurance (UK) Limited	14.4404
Prudential Assurance Company Limited	10.8303
Sirius (UK) Insurance plc	3.6101
R.E. Brown Esq & Others - Syndicate 0702 at Lloyd's	1.8051
Hong Leong Assurance Sendirian Berhad	3.6101
Norwich Winterthur Insurance (M) Sdn.Bhd.	1.4441
American Home Assurance Company	16.2455
Mayban Assurance Berhad	1.0831
Sime East West Insurance Berhad	10.8303

9. "The Brokers" means

ANTAH SEDGWICK CHARTERD INSURANCE  
BROKERS SDN BHD

23rd Floor,  
Bangunan MAS,  
Jalan Sultan Ismail,  
50250 Kuala Lumpur,  
Malaysia

SIGNED on behalf of The Insurers in accordance with the authorisation  
granted by them

At London on this

23 day of June 1992  
AMS  
SYND 839.

At Kuala Lumpur on this

30 day of June 1992  
ANTAH SEDGWICK  
INSURANCE (MALAYSIA) SDN. BHD.  
R. S. S. S. S.

And for and on behalf of The Malaysian Bar

for General Manager

At Kuala Lumpur on this

1<sup>st</sup> day of JULY 1992

Rajanthir  
H.  
President

B\MPOLICY