Certificate of Insurance issued under the Master Policy Scheme for

THE MALAYSIAN BAR

Professional Indemnity Insurance

1. INTERPRETATION

1.1 This Certificate of Insurance and the Schedule attached to it evidence a single contract of insurance under the Master Policy

1.2 Each Certificate of Insurance issued under the Master Policy shall be interpreted as though a separate contract of insurance subject in all respects to the terms of the Master Policy as expressed in the English language text thereof

1.3 The Master Policy and Certificates of Insurance shall be interpreted in accordance with Malaysian law and usage

1.4. The Master Policy may be inspected during normal business hours at the principal office of the Malaysian Bar Council situate at No 5, Jalan Tun Perak, 50050 Kuala Lumpur

1.5. The singular shall include the plural and any word or expression to which a specific meaning has been attached shall in the absence of specific provision to the contrary bear such meaning wherever it may appear

2. STATEMENT OF INTENT

For the purposes of this insurance

2.1. a Practice constituted as a partnership or as a Sole Proprietorship shall be regarded as a legal person and subject to Proviso 2 to General Condition 5.3. the insurance shall remain fully effective notwithstanding any change in membership

2.2. professional appointments and assignments assumed or undertaken in a personal capacity by any Principal or Employee shall be regarded as incidental to the Practice provided that any fees or other income accruing therefrom inure to the benefit of the Practice or its predecessor/s or successor/s

2.3. no coverage shall be afforded to or in respect of any lawyer engaged otherwise than in "Private Practice". This term shall be interpreted in accordance with its generally accepted meaning

3. DEFINITIONS

3.1 "DAMAGES" excludes fines penalties and non-compensatory awards of any kind but includes claimant's legal costs and expenses and interest payable by law on any judgment or award

3.2. "DEFENCE COSTS" means

costs and expenses reasonably incurred by or on behalf of the Insured with the written consent of the Insurers in the investigation, defence and or settlement of any actual or potential claim which may form the subject of indemnity under this insurance

3.3. "THE INSURED" means

1. The Named Insured
2. Any Professional Assistant in or Consultant to the Practice
3. any individual (not included under Clause 3.3.2 above) employed in the Practice under a contract of service or articles of clerkship or pupillage (such person being hereinafter termed an "Employee")
4. the estate and/or personal legal representative of any deceased or incapacitated person referred to in Clause 3.3.1. or 3.3.2. above
5. any Predecessor Practice not more specifically insured under any current or "Run-Off" policy whether enforceable or not

3.4. "MISCONDUCT" means

any act or omission manifesting fraudulent intent or material and significant dishonesty or substantial lack of good faith

3.5. "NAMED INSURED" means

the Principal/s cited in Item 3. of the Schedule in the Practice specified in Item 4 and any other person who shall become a Principal during the Period of Insurance

3.6. "PERIOD OF INSURANCE" means

the period specified in Item 6. of the Schedule

3.7. "PRACTICE"

1. "THE PRACTICE" means

the Firm style or title under which the Profession is conducted by any or all of the Named Insured

2. "PREDECESSOR PRACTICE" means

any practice previously conducted by the Named Insured or any of them or to which the Practice is a successor.

3.8. "PRINCIPAL" means

a partner or a sole practitioner

3.9. "PROFESSION" means

the functions of Lawyers in Malaysia as governed by the Legal Profession Act of 1976 as amended and such other functions and services as are customarily and legitimately performed by Lawyers in Malaysia.

In the event of any dispute between the Insured and the Insurers as to whether any particular function or service falls within the ambit of the Profession the ruling of the President for the time being of the Bar Council of Malaysia shall be binding upon both parties

4. INSURING CLAUSES

4.1. On the terms and conditions herein contained and in consideration of the Premium the Insurers shall indemnify the Insured against any Claim first made against any or all of them during the Period of Insurance in respect of any civil liability incurred in the course of the conduct of the Profession by the Practice

4.2. The liability of the Insurers for Damages shall not exceed in respect of any One Claim the Limit of Indemnity specified in Item 7. of the Schedule

4.3. Defence Costs shall be payable in addition to the Limit of Indemnity

provided that if the total Damages payable to dispose of any Claim exceed the Limit of Indemnity the Insurers' liability for Defence Costs shall be restricted to such proportion thereof as the Limit of Indemnity bears to the total Damages

4.4. All claims first made or deemed to have been first made against all or any of the Insured in one or more Periods of Insurance arising from one act or omission or series of acts or omissions attributable to the same underlying cause or event shall be regarded as "One Claim". All claims arising out of Misconduct of one person acting alone or in collusion with others shall be regarded as attributable to one underlying cause and accordingly deemed to constitute "One Claim"

5. GENERAL CONDITIONS

5.1. 1. The Practice shall ensure that Notice is given as soon as practicable of any claim made against the Insured during the Period of Insurance which may form the subject of indemnity under this Insurance or of the receipt of any intimation of an intention to make a claim against the Insured

2. Notice shall also be given of any matter event or circumstance of which the Insured shall become aware during the Period of Insurance and which may reasonably be expected to give rise to a claim against Insured

3. Any claim arising from any matter event or circumstance of which Notice has been given in accordance with General Condition 5.1.1. or 5.1.2. shall be regarded as a claim first made during the Period of Insurance in which such Notice was given.

5.2. Notice in terms of General Condition 5.1. shall be given in writing or by Tested Telex or Tested Facsimile to

Cunningham Toplis (Malaysia) Sdn. Bhd.

Box 35
10th Floor
Menara TR
161B Jalan Ampang
50450 Kuala Lumpur

Telephone No. 03-261 7188
Facsimile No. 03-261 8012

5.3. During the Period of Insurance the Practice shall as soon as reasonably practicable give Notice in the manner prescribed in General Condition 5.4. of the dissolution or amalgamation or merger of the Practice with any other practice

PROVIDED THAT

1. The Premium Limit of Indemnity and Insured's Contribution shall not be varied during any Period of Insurance by reason of the withdrawal from or admission to partnership in the Practice of one or more Principals in any circumstances other than the amalgamation or merger of the Practice with another

2. In the case of an amalgamation or merger the Limit of Indemnity Insured's Contribution and Premium shall be redetermined

5.4. Notice in terms of General Condition 5.3. shall be given in writing or by Tested Telex or Tested Facsimile to

Antah Sedgwick Insurance Brokers Sdn Bhd (22254-A)

P O Box 10672
50720 Kuala Lumpur
Malaysia

Telephone No. 03-261 5588
Telex No. ACIB MA 31009
Facsimile No. 03-261 5791

5.5. The Insured shall not admit liability for nor settle any claim falling within the ambit of Clause 4.1. nor incur any Defence Costs without the prior consent of the Insurers which consent shall not be unreasonably withheld

5.6. Subject to General Condition 5.8. below the Insurers shall be entitled at their own expense at any time to take over the conduct in the name of the Insured of the defence or settlement of any claim including any in respect of which the Insured may become entitled to partial indemnity or which but for Exclusion 6.3. would have fallen within the scope of this insurance.

5.7. The Insured shall comply with any reasonable request by the Insurer's authorised representatives for information and/or documents relating to any actual or potential claim

5.8. Neither the Insured nor the Insurers shall be required to contest any legal proceedings unless a senior member of the Bar (to be appointed in the absence of agreement between the Insured and the Insurers by the President for the time being of The Bar Council) shall advise that such proceedings could be contested with a reasonable prospect of success

5.9. Save as provided in Definition 3.9. and General Condition 5.8. any dispute or disagreement between the Insured and the Insurers arising out of or in connection with this insurance may be referred to a sole arbiter to be appointed by agreement or in the absence thereof by the President for the time being of the Bar Council. The decision of such arbiter shall be final and binding on both parties

5.10 If any Insured shall prefer any claim hereunder knowing it to be false or fraudulent as regards amount or otherwise this insurance shall be voidable and such Insured shall forfeit the benefit of this insurance as regards such claim

6. EXCLUSIONS

The indemnity in terms of this insurance specifically excludes

1. any liability which is more specifically insured under any other policy effected by or on behalf of the Insured or which would but for this insurance be so covered

2 (a) any circumstance or occurrence notified under any other insurance attaching prior hereto

(b) any circumstance or occurrence known to the Insured prior to the Insured effecting cover under the Master Policy which might reasonably be expected to produce a claim

3. the amount specified in item 8. of the Schedule as the Insured's Contribution which amount shall apply to any One Claim. The amount specified in item 8. of the Schedule shall not apply to Defence Costs

4. any legal proceedings in a court other than of Malaysia. This Exclusion shall not apply to proceedings in Malaysia for the enforcement of any award or judgment secured in any foreign jurisdiction except the United States of America its possessions and dependencies or Canada

5. any liability directly or indirectly caused by or contributed to by or arising from or in respect of Misconduct (save as provided in Special Provision 7.3.)

6. any claim in respect of any personal financial guarantee or undertaking given by the Insured otherwise than in good faith in the course of the conduct of the Practice or as required by law or order of the Courts

7. death bodily injury or loss of or damage to any physical property occupied or used by any of the Insured for the purposes of the Practice (not being property in the care custody and control of the Insured in connection with the Practice for which the Insured is responsible)

8. wrongful dismissal or any other alleged breach of any contract of employment by the Insured

9. wrongful termination or any other alleged breach of any contract for supply to or use by the Insured of services materials equipment other goods and/or immovable property

10. any trading debt incurred by the Insured

11. the giving of any express or implied warranty or guarantee relating to the financial return on any investment

12. any liability directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

13. any liability directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

14. any liability directly or indirectly caused by or contributed to by or arising from war invasion acts of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power

15. any claims brought about by or attributable to or consequent upon the holding by the Insured of any appointment as a director officer or company secretary of a company or organisation

This exclusion shall not apply to claims arising out of the Insured acting in a professional capacity as an advocate or solicitor for any company or organisation for whom the Insured is a director officer or company secretary

7. SPECIAL PROVISIONS

7.1 INNOCENT NON-DISCLOSURE

The Insurers shall not exercise their right to avoid this insurance on the grounds of a failure on the part of the Named Insured at inception or at any renewal thereof to disclose facts material to the assessment of the risk or on the grounds of an incorrect representation of a kind likely to have materially affected the assessment of risk hereunder

PROVIDED THAT

1. the Named Insured shall establish on a reasonable balance of probability that the alleged non-disclosure or misrepresentation was innocent and free from fraudulent conduct or intent on their part.

2. the Insurers may at their discretion adjust the Premium and other terms of this insurance to those which would have applied had such fact or circumstance been disclosed.

3. where the Insurers should have been notified during a preceding Period of Insurance of a claim made against the Insured or of an event or circumstance which could reasonably have been expected to give rise to such a claim and the indemnity to which the Insured would have been entitled was in any way more restricted than that obtaining at the date of notification the Insurers shall be liable only to the extent applicable during such preceding Period of Insurance

7.2. BREACH OF CONDITIONS OF THIS INSURANCE

Save in the case of non-payment of the Premium but subject to General Conditions 5.3. and 5.10. the Insurers will not seek to resile from this contract or to avoid any claim on the grounds of breach of or non-compliance with the terms and conditions of this insurance.

PROVIDED THAT

1. any person seeking indemnity hereunder shall establish on a reasonable balance of probability that the breach or non-compliance was not attributable to Misconduct on his/her part

2. where the breach or non-compliance has resulted in material prejudice to the investigation and/or defence of any claim the Insurers' liability for Damages and Defence Costs may be reduced by the amount of the prejudice sustained

3. In the event of a difference between the Insured and the Insurers regarding the existence of prejudice and/or the cost thereof General Condition 5.9. shall apply

7.3. MISCONDUCT

In respect of any claim arising out of Misconduct the insurance shall notwithstanding Exclusion 6.5. indemnify the Practice and any Principal therein or Employee thereof (excluding any person who was a party to or condoned such Misconduct)

PROVIDED THAT

1. at the request of the Insurers the Insured being indemnified shall take or procure to be taken at the Insurers' expense all reasonable steps to obtain reimbursement from any party to such Misconduct or from his/her personal legal representative

2. the Insured being indemnified shall procure that any recovery so obtained together with any monies which but for such fraud would be due to any party to such Misconduct shall be paid to the Insurers up to but not exceeding the amounts paid by them in respect of such claim together with any expenditure reasonably incurred in obtaining such reimbursement.

MALAYSIAN BAR
PROFESSIONAL INDEMNITY INSURANCE

CLAIMS NOTIFICATION AND DUTY OF DISCLOSURE

GUIDANCE NOTES:
TO BE READ IMMEDIATELY AND RETAINED FOR FUTURE REFERENCE

A. CLAIMS NOTIFICATION

The general principles expressed herein are for your guidance but must remain subject to the terms, conditions and limitations of your policy.

A. 1. Professional Indemnity Insurance policies contain onerous conditions governing notifications of claims. *Failure to comply with these conditions is likely to prejudice your rights to indemnity.*

Incidents which must be notified also include:-

a. any incident which you discover and which may subsequently give rise to a claim
b. intimations of an intention to make a claim

whether or not you consider the potential claim to be groundless or likely to succeed, and whether or not the potential claim involves an amount which falls within your self-insured excess.

We recommend that you become familiar with the specific conditions of your policy and ensure that all partners/directors and employees are aware of the procedures for notifying claims and the importance of doing so promptly.

Instructions for notifications are given in Section C.

A. 2. *The policy only covers claims arising out of incidents notified to insurers during the period of insurance.*

For this reason, a declaration has to be made, prior to inception of the policy (including renewal or any extension period), that the Insured is not aware of any claims or circumstances which may give rise to a claim. The policy will exclude any claim notified under any other insurance prior to *the Insured effecting cover under the Master Policy* or any claim arising out of circumstances of which the Insured was aware prior to the Insured effecting cover under the Master Policy.

Such matters constitute material facts (refer Section B) and failure to disclose these may entitle insurers to avoid the policy.

It is therefore in your interests to ensure that in making such a declaration, full enquiry has been made of the sole proprietor all partners/consultants and employees.

B. DUTY OF DISCLOSURE

It is your duty to disclose all material facts to insurers. A material fact is one which may influence a prudent underwriter in the assessment of your risk.

Furthermore, the duty exists right up to the inception of the policy (including renewal or extension period). Any changes in material information which occur between initial disclosure and inception must be notified to insurers.

A failure to disclose is likely to prejudice your right to recover in the event of a claim or entitle insurers to void the policy.

C. CLAIMS NOTIFICATION GUIDELINES

In accordance with General Condition 5.1 when an incident arises, please forward the following details to Messrs. Toplis & Harding (M) Sdn Bhd, Box # 35, 10th Floor, Menara TR, 161B Jalan Ampang, 50450 Kuala Lumpur (Tel: 261 7188, Fax: 261 8012).

a. name of the claimant or possible claimant
b. the date on which you first became aware of the matter
c. a description of the allegation or possible claim and a summary of events to date
d. copies of any relevant correspondence
e. an indication of the potential amount involved.

It is important that when writing to Messrs. Toplis & Harding you give *factual details* only and do not express an opinion as to the validity of any claim or potential claim.

Messrs. Toplis & Harding will be responsible for notifying insurers and ensuring a satisfactory response. They will correspond directly with you.

Do not: • admit liability

Do not: • enter into correspondence following an allegation except to acknowledge receipt of correspondence

Do not: • make any offer or settlement

The policy will entitle insurers to take over in the name of the Insured the defence or settlement of any claims.

The policy covers Defence Costs and expenses incurred in the defence or settlement of a claim, but only when incurred with *insurers' written consent*. This cover is subject to the self-insured excess of your policy.

Please contact us immediately if you are unclear as to the claim notification conditions of your policy or your duties of disclosure.

Antah Sedgwick Insurance Brokers Sdn. Bhd. (22254-A)
P.O. Box 10672, 50720 Kuala Lumpur, Malaysia.
Telephone No: 03 - 261 5588
Telex: ACIB MA 31009
Facsimile No: 03 - 261 5791