

**PROFESSIONAL INDEMNITY
POLICY**

GN-UW-DO-JBL01

STAMP DUTY PAID



Malaysia National Insurance

Incorporated in Malaysia under the Companies Act, 1965

This policy should be carefully read to ensure that it is in accordance with your requirements. The Insurer should be notified immediately if any corrections are to be made.

M A S T E R P O L I C Y

DPI-43900362-01

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 or on behalf of its Members has designated The Insurers to be the sole providers of the requisite insurance

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

1. This Master Policy shall come into operation on 1st July 1999 and in the absence of Notice of Discontinuation it shall endure from that date until 31st December 2000 and annually thereafter.
2. Insurers do hereby agree with the Master Policyholder set forth in the Schedule hereto that in consideration of the premium, they will provide insurance (the terms of which are as specified in the document entitled "Certificate of Insurance" which is attached hereto) to each member of the Master Policyholder who during the Period of Insurance set forth in the Schedule hereto has purchased coverage under this Master Policy (hereinafter each such member is referred to as the "Insured") for the Period of Coverage set forth in the Certificate of Insurance which has been issued to such Insured under this Master Policy and which is in the form of the document entitled "Certificate of Insurance" attached hereto.
The Period of Coverage provided to each Insured under this Master Policy is subject to all the terms of this Master Policy and to the Sum Insured, sub-limits, benefits and deductible set forth in the Certificate of Insurance and Annexure 1.

3. This Master Policy may be cancelled by the Master Policyholder on 31st December 2000 and annually thereafter by giving the Insurers not less than six months notice and by surrender of this Master Policy to the Insurers or by mailing by registered or certified mail, or by sending by facsimile, to the Insurers written notice stating when thereafter the cancellation shall be effective. This Master Policy may also be cancelled by the Insurers by mailing or by registered or certified mail, or by sending by facsimile, to the Master Policyholder at the address of the Master Policyholder, as shown in the Schedule to this Master Policy, written notice stating when, not less than six months thereafter, the cancellation shall be effective.
4. 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 I and the Insured's Contribution and the Premium thereon shall be modified by the rating factors, if applicable.

The Limit of Indemnity including the mandatory cover shall not exceed RM10,000,000 each and every claim.
5. From 1st July 1994 the Bar Council shall require applicants for Sijil Annual to produce proof of Insurance under this Master Policy.
6. 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 2000 and annually thereafter, or on such date as the Parties hereto shall agree.
7. The Insurers agree to indemnify under this Master Policy any Retired/Deceased Lawyer who was covered under a Certificate of Insurance issued under this Master Policy and other preceeding Master Policies for a minimum period of 12 months and who retired/died whilst insured under this Master Policy.

Provided that

1. Indemnity shall be given only in respect of claims first made against the Retired/Deceased Lawyer during the subsistence of this Master Policy
 2. No indemnity shall be given in respect of work undertaken by the Retired/Deceased 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.
8. The Insurers agree to indemnify under this Master Policy and other preceeding Master Policies any office holder, member or employee of the Malaysian Bar Council and/or any of its committees and/or the Bar Council's Mediation Centre for the period of the Master Policy. Provided that:
1. Indemnity shall be given only in accordance with the terms of the Certificate of Insurance.
 2. The Indemnity shall not exceed over all those covered by this clause RM1,000,000 in the aggregate.
 3. No premium shall be payable
9. This Master Policy and the Annexures hereto shall be read as one document and interpreted in accordance with the law of Malaysia.

10. "The Insurers" means the Insurance Companies specified below contracting severally for the proportion of liability and premium set against their individual names:

<u>Insurers</u>	<u>Proportion/Percentage</u>
Malaysia National Insurance Sdn Bhd	97.5%
MCIS Insurance Bhd	1.5%
Talasco Insurance Sdn Bhd	1.0%


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



.....
GENERAL MANAGER

At Kuala Lumpur on this 23th day of June 2000.

.....
PRESIDENT


**Secretary
Bar Council**

SCHEDULE

Policy No: DPI-43900362-01

The name and address of the Master Policyholder.

The Malaysian Bar Council (hereinafter referred to as the Bar Council) on behalf of its Members as may be declared.

No. 5, Jalan Tun Perak, 50050 Kuala Lumpur

The risk, interest, location and sum insured hereunder

As attached wording

The premium various as agreed with Insurers

The Period of Insurance from 1st July 1999 to 31st December 2000 both days inclusive, and for such further period of periods as may be mutually agreed upon.

**YEAR 2000 ENDORSEMENT
ATTACHING TO AND FORMING PART TO THE TERMS OF THE
CERTIFICATE OF INSURANCE ISSUED UNDER THE MALAYSIAN BAR
PROFESSIONAL INDEMNITY INSURANCE SCHEME FOR THE YEAR
1999/2000**

The indemnity in terms of this insurance specifically excludes any claim arising from any Computer System of the Insured not being Year 2000 compliant.

Notwithstanding the foregoing Insurers shall indemnify the Practice in respect of any claim made against them arising out of their Computer System failing to be Year 2000 compliant as a result of negligence by the Practice. However, any claim made against the Practice by virtue of this clause shall be subject to the following additional conditions:-

1. It is a condition precedent to coverage that the Practice has used its best endeavours to ensure that their Computer System will be Year 2000 compliant by 31st August 1999,
2. The maximum amount payable in respect of all claims made under this endorsement shall not exceed in the aggregate the Practice's Total Limit of Indemnity specified in Item 7 of the Schedule including all costs and expenses incurred in the defence or settlement of any claim.

"Year 2000 compliant" shall mean that neither performance nor functionality of the Computer System is effected by dates prior to, during and/or after the Year 2000. In particular

RULE 1

No value for current date will cause or give rise to any interruption in operation of the Computer System.

RULE 2

Date based functionality and performance of the Computer System must behave consistently for dates prior, during and/or after the Year 2000.

RULE 3

In all interfaces and data storage of the Computer System the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules.

RULE 4

The Year 2000 must be recognised as a leap year by the Computer System.

"Computer System" shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real-time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

The reference to "Year 2000 issues" should be interpreted as the reasonable steps taken to confirm Millennium Compliance as defined above.

THE MALAYSIAN BAR PROFESSIONAL INDEMNITY INSURANCE SCHEME

NUMBER OF LAWYERS	MANDATORY LIMIT	DEDUCTIBLES	NUMBER OF LAWYERS	MANDATORY LIMIT	DEDUCTIBLES
1	250,000.00	2,500.00	41	2,000,000.00	100,000.00
2	300,000.00	5,000.00	42	2,000,000.00	100,000.00
3	350,000.00	7,500.00	43	2,000,000.00	100,000.00
4	400,000.00	10,000.00	44	2,000,000.00	100,000.00
5	450,000.00	12,500.00	45	2,000,000.00	100,000.00
6	500,000.00	15,000.00	46	2,000,000.00	100,000.00
7	550,000.00	17,500.00	47	2,000,000.00	100,000.00
8	600,000.00	20,000.00	48	2,000,000.00	100,000.00
9	650,000.00	22,500.00	49	2,000,000.00	100,000.00
10	700,000.00	25,000.00	50	2,000,000.00	100,000.00
11	750,000.00	27,500.00	51	2,000,000.00	100,000.00
12	800,000.00	30,000.00	52	2,000,000.00	100,000.00
13	850,000.00	32,500.00	53	2,000,000.00	100,000.00
14	900,000.00	35,000.00	54	2,000,000.00	100,000.00
15	950,000.00	37,500.00	55	2,000,000.00	100,000.00
16	1,000,000.00	40,000.00	56	2,000,000.00	100,000.00
17	1,050,000.00	42,500.00	57	2,000,000.00	100,000.00
18	1,100,000.00	45,000.00	58	2,000,000.00	100,000.00
19	1,150,000.00	47,500.00	59	2,000,000.00	100,000.00
20	1,200,000.00	50,000.00	60	2,000,000.00	100,000.00
21	1,250,000.00	52,500.00	61	2,000,000.00	100,000.00
22	1,300,000.00	55,000.00	62	2,000,000.00	100,000.00
23	1,350,000.00	57,500.00	63	2,000,000.00	100,000.00
24	1,400,000.00	60,000.00	64	2,000,000.00	100,000.00
25	1,450,000.00	62,500.00	65	2,000,000.00	100,000.00
26	1,500,000.00	65,000.00	66	2,000,000.00	100,000.00
27	1,550,000.00	67,500.00	67	2,000,000.00	100,000.00
28	1,600,000.00	70,000.00	68	2,000,000.00	100,000.00
29	1,650,000.00	72,500.00	69	2,000,000.00	100,000.00
30	1,700,000.00	75,000.00	70	2,000,000.00	100,000.00
31	1,750,000.00	77,500.00	71	2,000,000.00	100,000.00
32	1,800,000.00	80,000.00	72	2,000,000.00	100,000.00
33	1,850,000.00	82,500.00	73	2,000,000.00	100,000.00
34	1,900,000.00	85,000.00	74	2,000,000.00	100,000.00
35	1,950,000.00	87,500.00	75	2,000,000.00	100,000.00
36	2,000,000.00	90,000.00			
37	2,000,000.00	92,500.00			
38	2,000,000.00	95,000.00			
39	2,000,000.00	97,500.00			
40	2,000,000.00	100,000.00			