

**THE MALAYSIAN BAR
MASTER POLICY**

GN-UW-DO-JBL01



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.



THE MALAYSIAN BAR MASTER POLICY

POLICY NO : DPI-43900457-C5

WHEREAS

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 (hereinafter referred to as "The Malaysian Bar") 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 and the Insurers as follows :-

1. This Master Policy shall come into operation on 1/1/2001 and in the absence of Notice of Discontinuation it shall remain in force from that date until 31/12/2001 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 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 the Master Policy and which is in the form of the document entitled "Certificate of Insurance" attached hereto. The Period of Coverage provide 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 I.
3. This Master Policy may be cancelled by the Master Policyholder on 31/12/2001 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 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.
5. From 1st July 1994 the Malaysian Bar 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 Calender Year but shall be reviewed prior to 1/1/2002 and annually thereafter, or on such date as the Parties hereto shall agree.
7. The Insurers agree to indemnity under this Master Policy any Retired/Deceased Lawyer who had been covered for a minimum period of 12 months under a Certificate of Insurance issued under this Master Policy and/or other preceding Master Policies and who retired/died whilst insured under this Master Policy.

Provided that

- i) Indemnity shall be given only in respect of claims first made against the Retired/Deceased Lawyer during the subsistence of this Master Policy.
 - ii) No indemnity shall be given in respect of work undertaken by the Retired/Deceased Lawyer whilst not in possession of a valid Practice Certificate.
 - iii) Indemnity shall be provided on the basis applicable to sole practitioners except that the limit of indemnity shall be the limit of indemnity that was applicable to the firm against which the claim is made, which results, or may result, in the retired/deceased lawyer requiring indemnity under the Policy. No premium shall be payable in respect of this coverage.
 - iv) No pro-rata return premium shall be payable for any unexpired period.
8. The Insurers agree to indemnity under this Master Policy and other preceding Master Policies any office holder, member or employee of the Malaysian Bar and/or any of its committee's and/or the Malaysian Bar 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 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 Company specified below :-

| <u>Insurer</u> | <u>Percentage</u> |
|---------------------------------|-------------------|
| Malaysia National Insurance Bhd | 100% |

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

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a cursive flourish, positioned above a horizontal line.

Authorized Signatory
At Kuala Lumpur on this 15th of March, 2001.

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a cursive flourish, positioned above a horizontal line.

PRESIDENT
THE MALAYSIAN BAR COUNCIL



SCHEDULE

Policy No : DPI-43900457-C5

The name and address of the Master Policyholder.

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

10th Floor, Wisma Kraftangan
No. 9, Jalan Tun Perak, 50250 Kuala Lumpur

The risk, interest, location and sum insured hereunder

As attached wording

The premium various as agreed with Insurers

Stamp Duty : RM10.00

The Period of Insurance from 1st January 2001 to 31st December 2001 both dates inclusive, and for such further period or periods as may be mutually agreed upon.

SCHEDULE 1 -SCALE OF LIMITS AND EXCESSES
THE MALAYSIAN BAR PROFESSIONAL INDEMNITY INSURANCE SCHEME

| NUMBER OF LAWYERS | MANDATORY LIMIT | DEDUCTIBLES |
|----------------------|--------------------|-------------|
| 1 | 250,000.00 | 5,000 |
| 2 | 300,000.00 | 10,000 |
| 3 | 350,000.00 | 15,000 |
| 4 | 400,000.00 | 17,500 |
| 5 | 450,000.00 | 20,000 |
| 6 | 500,000.00 | 22,500 |
| 7 | 550,000.00 | 25,000 |
| 8 | 600,000.00 | 27,500 |
| 9 | 650,000.00 | 30,000 |
| 10 | 700,000.00 | 35,000 |
| 11 | 750,000.00 | 37,500 |
| 12 | 800,000.00 | 40,000 |
| 13 | 850,000.00 | 42,500 |
| 14 | 900,000.00 | 45,000 |
| 15 | 950,000.00 | 47,500 |
| 16 | 1,000,000.00 | 50,000 |
| 17 | 1,050,000.00 | 52,500 |
| 18 | 1,100,000.00 | 55,000 |
| 19 | 1,150,000.00 | 57,500 |
| 20 | 1,200,000.00 | 75,000 |
| 21 | 1,250,000.00 | 77,500 |
| 22 | 1,300,000.00 | 80,000 |
| 23 | 1,350,000.00 | 82,500 |
| 24 | 1,400,000.00 | 85,000 |
| 25 | 1,450,000.00 | 90,000 |
| 26 | 1,500,000.00 | 92,500 |
| 27 | 1,550,000.00 | 95,000 |
| 28 | 1,600,000.00 | 97,500 |
| 29 | 1,650,000.00 | 100,000 |
| 30 | 1,700,000.00 | 125,000 |
| 31 | 1,750,000.00 | 125,000 |
| 32 | 1,800,000.00 | 125,000 |
| 33 | 1,850,000.00 | 125,000 |
| 34 | 1,900,000.00 | 125,000 |
| 35 | 1,950,000.00 | 125,000 |
| 36 | 2,000,000.00 | 125,000 |
| 37 | 2,000,000.00 | 125,000 |
| 38 | 2,000,000.00 | 125,000 |
| 39 | 2,000,000.00 | 125,000 |
| 40 | 2,000,000.00 | 125,000 |
| 41 | 2,000,000.00 | 125,000 |
| 42 | 2,000,000.00 | 125,000 |
| 43 | 2,000,000.00 | 125,000 |
| 44 | 2,000,000.00 | 125,000 |
| 45 | 2,000,000.00 | 125,000 |
| 46 | 2,000,000.00 | 125,000 |
| 47 | 2,000,000.00 | 125,000 |
| 48 | 2,000,000.00 | 125,000 |
| Above 48 | 2,000,000.00 | 125,000 |