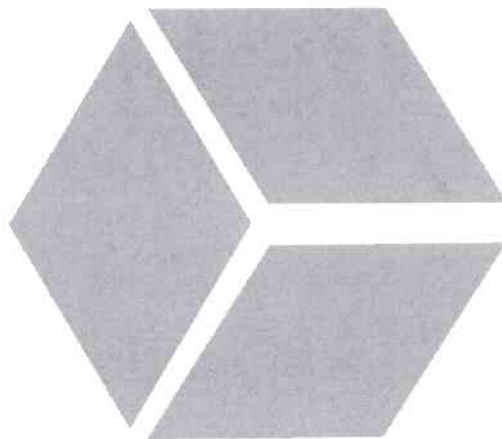


# **THE MALAYSIAN BAR**



**CAPITAL INSURANCE BERHAD (10393-D)**  
(Ditubuhkan di Malaysia)

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: D02BRAPRF000001**

## **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 Council (hereinafter referred to as "The Bar Council") acting for or on behalf of its Members has designated The Insurer to be the sole provider of the requisite insurance, and has approved this insurance in the exercise of its powers under Section 78A of the said Act

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

1. This Master Policy shall come into operation on 1/1/2002 and shall remain in force from that date until 31/12/2002 and annually thereafter as agreed between the parties hereto.
2. The Insurer does 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 Malaysian Bar who during the Period of Insurance set forth in the Schedule hereto has purchased insurance under this Master Policy (hereinafter such member is referred to as the "Insured") for the Period of Insurance set forth in the Certificate of Insurance issued to such Insured under the Master Policy in the form of the Certificate of Insurance attached hereto. The Insurance 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 Excess set forth in the Insured's Certificate of Insurance and 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 I and the Insured's Contribution and the Premium thereon shall be modified by the rating factors if applicable.
4. From 1<sup>st</sup> July 1994 the Malaysian Bar shall require applicants for Sijil Annual to produce proof of Insurance under this Master policy.

5. The Minimum Mandatory Limits of Indemnity the Insured's Contribution and the Premiums and other terms applicable to Mandatory covers shall not be varied during the course of any Calendar Year but shall be reviewed prior to 1/1/2003 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/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.
7. The Insurer agrees to indemnify under this Master Policy and other preceding Master Policies any office holder, member or employee of the Malaysian Bar Council and/or any of its committee's and/or the Malaysian Bar Mediation Centre and The Legal Aid Centres of Malaysia operated by the Bar Council 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
4. The Liability is not otherwise insured.
8. This Master Policy and the Annexures hereto shall be read as one document and interpreted in accordance with the law of Malaysia.
9. "The Insurer" means the Insurance Company specified below :-

<u>Insurer</u>	<u>Percentage</u>
Capital Insurance Bhd	100%

SIGNED on behalf of the Insurer in accordance with the authorization granted by it.

**CAPITAL INSURANCE BERHAD (10393-D)**

  
.....  
**MOHD KHALID A. HASSAN**  
*(General Manager)*  
Authorized Signatory  
At Kuala Lumpur on this .....

  
.....  
PRESIDENT  
THE MALAYSIAN BAR COUNCIL

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## SCHEDULE

Policy No : D02BRAPRF000001

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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.

10<sup>th</sup> Floor, Wisma Kraftangan  
No. 9, Jalan Tun Perak, 50050 Kuala Lumpur

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The risk, interest, location and sum insured hereunder

As attached wording

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The premium various as agreed with Insurers

Stamp Duty : RM10.00

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The Period of Insurance from 1<sup>st</sup> January 2002 to 31<sup>st</sup> December 2002 both dates inclusive, and for such further period or periods as may be mutually agreed upon.

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**SCHEDULE 1 – SCALE OF LIMITS AND EXCESSES (SUBJECT TO EXCLUSION 3)**  
**THE MALAYSIAN BAR PROFESSIONAL INDEMNITY INSURANCE SCHEME**

<b>NUMBER OF LAWYERS</b>	<b>MANDATORY LIMIT</b>	<b>DEDUCTIBLES</b>
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