

THE MALAYSIAN BAR

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: 98-982-03-000349 (D02BRAPRF000001R)

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

AND WHEREAS

The Insurer has agreed to the terms following in reliance on a letter dated 11th October 2002 from the Bar Council, a copy of which is attached hereto.

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 1/1/2003 and shall remain in force from that date until 31/12/2003 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. Subject to any aggregate limit of indemnity specified in the Certificate of Insurance with respect to Misconduct or Defamation. 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 and the terms of exclusion 6.3 if applicable.
- From 1st 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 aggregate limit for claims involving Misconduct or Defamation the Insured's Contribution in the terms of exclusion 6.3 of the Certificate of Insurance 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 1/1/2004 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

- 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

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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 its successors in law or its assigns

Insurer
United Oriental Assurance Berhad

Percentage 100%

SIGNED on behalf of the Insurer in accordance with the authorization granted by it. for United Oriental Assurance Berhad (30686 K)

Yee Man YI

Authorized Signatory

At Kuala Lumpur on this

PRESIDENT
THE MALAYSIAN BAR COUNCIL



SCHEDULE

Policy No: 98-982-03-000349 (D02BRAPRF000001R)

The name and address of the Master Policyholder.			
Malaysian Bar Council (hereinafter referred to as the Bar Council) on behalf of its Members as may be ared.			
10 th Floor, Wisma Kraftangan No. 9, Jalan Tun Perak, 50050 Kuala Lumpur			
5			
The risk, interest, location and sum insured hereund	der ".		
As attached wording			
The premium various as agreed with Insurers			
Stamp Duty: RM10.00			



SCHEDULE 1 – SCALE OF LIMITS AND EXCESSES (SUBJECT TO EXCLUSION 6.3) THE MALAYSIAN BAR PROFESSIONAL INDEMNITY INSURANCE SCHEME

NUMBER OF LAWYERS	MANDATORY LIMIT	BASE DEDUCTIBLES
	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
il	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
		125,000
30	1,700,000.00	125,000
31	1,750,000.00	
32	1,800,000.00	125,000 125,000
33 34	1,850,000.00	125,000
	1,900,000.00	125,000
35	1,950,000.00	
36 37	2,000,000.00	125,000 125,000
	2,000,000.00	125,000
38	2,000,000.00	
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

