

# THE MALAYSIAN BAR

## THE MALAYSIAN BAR MASTER POLICY

**POLICY NO: 92-982-03-000099**

### 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

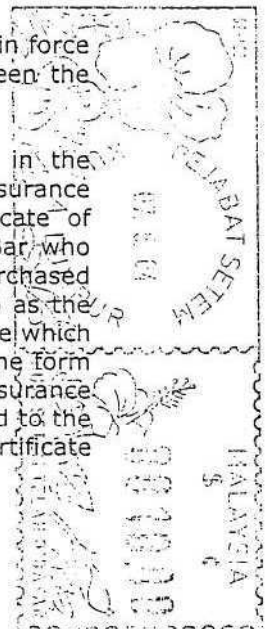
The Malaysian Bar Council (hereinafter referred to as "The Bar Council") acting for or on behalf of its Members has designated The Insurers to be the sole providers of the requisite insurance and has approved this insurance in the exercise of its powers under Section 78A of the said Act

### AND WHEREAS

The Insurer has agreed to the terms following

**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 1/1/2004 and shall remain in force from that date until 31/12/2004 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 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 insurance provided to each Insured 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.



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.
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 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 1/1/2005 and annually thereafter, or on such date as the Parties hereto shall agree.
6. The Insurers agree to indemnify under this Master Policy any Lawyer who has died or has permanently ceased practice 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 permanently ceased practice/died whilst insured under this and/ or other preceding Master Policy.

Provided that

- i) Indemnity shall be given only in respect of claims first made against such former Insured Lawyer during the subsistence of this Master Policy.
  - ii) No indemnity shall be given in respect of work undertaken by such former Insured 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 such former Insured 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 Insurers agree to indemnify under this Master Policy and other preceding Master Policies any office holder, member or employee of the 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 The Insurer and/or the adjuster shall release to the Bar Council of the Malaysian Bar form time to time and on a written request by the Bar Council such information arising from any claim under insurance cover issued under the Master Policy as enables the Bar Council to maintain claim statistics and/or data for the more efficacious management of the Master Scheme including information concerning the date of the claim, the nature of the claim, the amount reserved, the settlement date and amount and the defence costs incurred. Provided always that any information disclosed hereunder shall not identify and/or name the legal firm



any lawyer concerned and provide further that it is expressly understood and agreed to by the Bar Council that such information as is disclosed shall not render the firm and/or the lawyer concerned to disciplinary action based on the claims data.


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> |
|-----------------------------------|-------------------|
| Oriental Capital Assurance Berhad | 100%              |

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

for Oriental Capital Assurance Berhad (30686 K)

  
Yee Man Yi  
Manager  
Business Development

Authorized Signatory  
At Kuala Lumpur on this ..... 25/2/2004 .....



**PRESIDENT** Haji Kuthubul Zaman B. Bukhari  
**THE MALAYSIAN BAR COUNCIL**

MAJLIS PEGUAM  
BAR COUNCIL  
No. 13, 15 & 17, Leboh Pasar Besar  
50050 Kuala Lumpur  
Post Surat 12478  
50760 Kuala Lumpur  
Tel: 03-20613003 (Hunting Line)  
Fax: 03-20642625 / 20261313 / 20725819

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## **SCHEDULE**

**Policy No: 92-982-03-000099**

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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.

No 13, 15, & 17 Lebuhr Pasar Besar, 50250 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 2004 to 31<sup>st</sup> December 2004 both dates inclusive, and for such further period or periods as may be mutually agreed upon.

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**MALAYSIAN BAR PROFESSIONAL INDEMNITY INSURANCE SCHEME 2004****SCHEDULE 1: SCALE OF LIMITS AND EXCESSES (SUBJECT TO EXCLUSION 6.3)**

| NUMBER OF<br>LAWYERS | MANDATORY<br>LIMIT | BASE EXCESS |
|----------------------|--------------------|-------------|
| 1                    | 250,000.00         | 10,000      |
| 2                    | 300,000.00         | 20,000      |
| 3                    | 350,000.00         | 25,000      |
| 4                    | 400,000.00         | 30,500      |
| 5                    | 450,000.00         | 35,000      |
| 6                    | 500,000.00         | 40,500      |
| 7                    | 550,000.00         | 45,000      |
| 8                    | 600,000.00         | 50,000      |
| 9                    | 650,000.00         | 55,000      |
| 10                   | 700,000.00         | 60,000      |
| 11                   | 750,000.00         | 65,000      |
| 12                   | 800,000.00         | 70,000      |
| 13                   | 850,000.00         | 75,000      |
| 14                   | 900,000.00         | 80,000      |
| 15                   | 950,000.00         | 85,000      |
| 16                   | 1,000,000.00       | 90,000      |
| 17                   | 1,050,000.00       | 95,000      |
| 18                   | 1,100,000.00       | 100,000     |
| 19                   | 1,150,000.00       | 105,000     |
| 20                   | 1,200,000.00       | 110,000     |
| 21                   | 1,250,000.00       | 112,500     |
| 22                   | 1,300,000.00       | 115,000     |
| 23                   | 1,350,000.00       | 117,500     |
| 24                   | 1,400,000.00       | 120,000     |
| 25                   | 1,450,000.00       | 122,500     |
| 26                   | 1,500,000.00       | 125,000     |
| 27                   | 1,550,000.00       | 127,500     |
| 28                   | 1,600,000.00       | 130,000     |
| 29                   | 1,650,000.00       | 132,500     |
| 30                   | 1,700,000.00       | 135,000     |
| 31                   | 1,750,000.00       | 137,500     |
| 32                   | 1,800,000.00       | 140,000     |
| 33                   | 1,850,000.00       | 142,500     |
| 34                   | 1,900,000.00       | 145,000     |
| 35                   | 1,950,000.00       | 147,500     |
| 36                   | 2,000,000.00       | 150,000     |
| 37                   | 2,000,000.00       | 150,000     |
| 38                   | 2,000,000.00       | 150,000     |
| 39                   | 2,000,000.00       | 150,000     |
| 40                   | 2,000,000.00       | 175,000     |
| 41                   | 2,000,000.00       | 175,000     |
| 42                   | 2,000,000.00       | 175,000     |
| 43                   | 2,000,000.00       | 175,000     |
| 44                   | 2,000,000.00       | 175,000     |
| 45                   | 2,000,000.00       | 175,000     |
| 46                   | 2,000,000.00       | 175,000     |
| 47                   | 2,000,000.00       | 175,000     |
| 48                   | 2,000,000.00       | 175,000     |
| Above 48             | 2,000,000.00       | 250,000     |