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# **POLICY BOOK**

## **PROFESSIONAL INDEMNITY INSURANCE POLICY**

**FOR**

**THE MALAYSIAN BAR**

**POLICY NO : 92-982-04-000553**

**PREPARED BY : Oriental Capital Assurance Bhd  
Bangunan Oriental Capital  
36 Jalan Ampang  
50450 Kuala Lumpur**





**THE MALAYSIAN BAR  
MASTER POLICY 2005**

**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 Insurers have agreed to the terms following

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

1. This Master Policy shall come into operation for 12 months at 12.01a.m. Malaysian Time 1st January 2005 and annually thereafter as agreed between the parties hereto.
2. The 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 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 Insurance 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 limit of indemnity, 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 Mandatory Limit of Indemnity specified in Annexure I and the excess (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 1st July 1994 the Malaysian Bar shall require applicants for Sijil Annual to produce proof of insurance under this Master policy.
5. The Mandatory Limits of Indemnity the aggregate limit for claims involving Misconduct or defamation, the excess (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 1st January 2006 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 each of the State Bar Committee and/or any of its committee's and 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 Bar Council Policy.
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
5. The Excess in respect of this section shall be RM 25,000-00.
- 8 The Insurers and/or the adjuster shall release to the Bar Council of the Malaysian Bar from 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. In addition to this the Bar Council Risk Manager be allowed to attend the claims meetings conducted between the Insurers, the adjusters and the insurance brokers. Provided always that any information disclosed hereunder shall not identify and/or name the legal firm and/or lawyer concerned and provided 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: -

Insurer	Percentage
Oriental Capital Assurance Berhad	100%

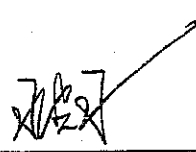
SIGNED ON BEHALF OF THE INSURER  
for Oriental Capital Assurance Berhad (30686 K)

  
**Yee Man Yi**  
**Manager**  
**Business Development**

Authorised Signatory

Date 08-04-2005

SIGNED ON BEHALF OF THE MALAYSIAN BAR COUNCIL

  
President **YEO YANG POH** President  
Date 26 May 2005 Malaysian Bar

**MALAYSIAN**  
**BAR COUNCIL**  
No. 13, 14 & 17, Lorong Pagar Besar  
50000 Kuala Lumpur  
Tel: 603-20712073 (Hotline Line)



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SCHEDULE

Policy No: 92-982-04-000553

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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 is for 12 months from 12.01 a.m. Malaysian Time 1st January 2005 and for such further period or periods as may be mutually agreed upon.

