

FREQUENTLY ASKED QUESTIONS OF THE CERTIFICATE OF INSURANCE 2012

Questions	Answers
Who is insured?	<ul style="list-style-type: none"> Partner / Sole Proprietor. Employees – Qualified & Non-Qualified. Estate & Legal representatives of the above.
What is insured?	<ul style="list-style-type: none"> Civil liability for claims arising from conduct of private legal practice for work customarily and legitimately performed by lawyers in Malaysia. Damages payable to claimant including claimant's costs & defence costs Limit applies to each and every claim arising out of ONE underlying cause. Disputes as to what "legal practice" is will be decided by President of Bar Council.
What is my insurance limit?	<ul style="list-style-type: none"> Mandatory Limit is based on the number of lawyers in the firm. Minimum Limit is RM250,000 for the 1st lawyer, increasing by RM50,000 for each additional lawyer. Maximum Mandatory Limit is RM2,000,000. Top-Up can be purchased to increase your Mandatory Limit.
What to notify ?	<ul style="list-style-type: none"> Writs / letters of demand / any assertion of a threat to sue. Any circumstance that may lead to a claim.
When to notify a claim?	<ul style="list-style-type: none"> As soon as practicable BUT no later than 60 days of any claim first made against you AND/OR any notifiable circumstances of which you first become aware of during the Period of Insurance.
What happens after I notify?	<ul style="list-style-type: none"> Insurer appoints a Panel Solicitor – within 14 days where writs have been served. Insurer takes conduct of the investigation, defence or settlement.
Is Defamation covered?	<ul style="list-style-type: none"> Yes, up to the Mandatory Limit of the firm.
Is Misconduct covered?	<ul style="list-style-type: none"> No. BUT innocent partners and employees of the firm will be indemnified up to RM350,000 OR firm's Mandatory Limit, whichever is lower, in the aggregate subject to special conditions.
What are the conditions precedent to Insured's liability?	<ul style="list-style-type: none"> Your due observance of Policy terms, conditions and endorsements. Accuracy of answers in your proposal forms/claim notification form.
Does innocent non-disclosure void my insurance?	<ul style="list-style-type: none"> No. BUT the Insurer has the right to recover any monies paid from the partners/sole proprietor of the firm.
When can a claim be voided by Insurers?	<ul style="list-style-type: none"> Failure to cooperate after notification. Knowingly reporting false or fraudulent claims.
When do I seek a 3 rd party decision?	<ul style="list-style-type: none"> Whether a type of work is covered - BC President Whether to settle or dispute a claim – Senior Lawyer Disputes with Insurer – Sole Arbitrator
What does Base Excess mean?	<ul style="list-style-type: none"> It is the amount to be paid by the firm towards any one claim and/or defence costs. The Base Excess increases if claim arises from conveyancing of land or building, Conflict of Interest & Dishonesty of partner Premium paid and/or Claims Loading is not part of the Base Excess
What claims are excluded?	<ul style="list-style-type: none"> [a] Known claims [b] Fee Disputes [c] Suits in non-Malaysian Courts [d] Trading debts [e] Financial warranties [f] Personal Injury [g] Misconduct [h] Insured vs Insured [i] Disputes with employees [j] Radioactive/Pressure waves/War [k] Personal financial guarantee or undertaking given in bad faith [l] Disciplinary actions & Fines & Penalties from the Disciplinary Board
Will I be covered if I retire? In the event of death, will my estate be protected?	<ul style="list-style-type: none"> If there is a claim against you after you retire or a claim against your estate, it is covered up to the last Limit of Indemnity you had, subject to the last Base Excess.
What is a 'claims-made Policy'?	<ul style="list-style-type: none"> It is a liability policy that provides coverage for a loss if the claim is first reported or filed during the Policy Period.
What is 'Retroactive Cover'?	<ul style="list-style-type: none"> You have protection for all works done since the date of establishment of your firm.

This document is prepared by Jardine Lloyd Thompson Sdn Bhd as a summary of the Certificate of Insurance 2012 and serves as a guide for members of the Bar. Please read the Certificate of Insurance 2012 for the full terms and conditions.

WORLD WIDE COVER: EXPLANATORY NOTE for 2012

Extension to the Malaysian Bar Professional Indemnity Insurance Policy

No	Item	Description
1.	Coverage	<ul style="list-style-type: none"> Anywhere in the world except USA / Canada; All insureds having a valid practising certificate in accordance with the Legal Profession Act 1976; Subject to insureds practising Malaysian Law; And bound by all other terms and conditions of the mandatory Certificate of Insurance [COI]; Limit of cover is per your firm's Mandatory Limit for the year, does not include Top Up limit purchased; Exclusion 33 (d) of the COI is deleted in its entirety; All other terms and conditions of the COI remain unaltered.
2.	Mandatory Limit & Base Excess	<ul style="list-style-type: none"> Sum Insured as stated in item 7 of the Mandatory Schedule of Insurance; Base Excess applicable is as stated in item 9 Mandatory Schedule of Insurance; Sub-limits and increased base excess applicable as stated in the COI.
3.	Premiums	<ul style="list-style-type: none"> To be assessed by Insurers subject to the completion and submission of the World Wide Cover Proposal Form. NB This proposal form is specific to worldwide cover.
4.	Exclusions	<ul style="list-style-type: none"> Work performed in the USA and Canada and its protectorates; Any suits filed against any insureds in USA and Canada and its protectorates; Work or legal advice involving foreign law; Insureds who are called to the Bar or its equivalent of another jurisdiction and <ul style="list-style-type: none"> Maintains a practice in such foreign jurisdiction; Employed in another Practice in such a foreign jurisdiction; Receives instructions in his capacity as a Member of the Bar or its equivalent of such foreign jurisdiction Other exclusions as listed in the COI.
5.	Notification of Claims and/or Circumstance	<p>Members are encouraged to notify JLT <u>immediately</u> when they become aware of</p> <ul style="list-style-type: none"> Any Circumstance that may lead to a claim; or Claim; or A Letter of Demand. <p>Firms are required to comply with the COI and notify claims/circumstances to JLT as soon as practicable BUT</p> <ul style="list-style-type: none"> And no later than 60 days for 2012 <p>Refer to Clause 14 of the 2012 COI.</p>