



PACIFIC & ORIENT INSURANCE CO BERHAD (No. 12557W)

A Member Of The Pacific & Orient Group

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JOHOR BAHRU
IPOH
MELAKA
PENANG
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STAMP
DUTY
PAID

POLICY BOOK

PROFESSIONAL INDEMNITY INSURANCE POLICY

FOR

THE MALAYSIAN BAR

POLICY NO : 129711U7000003

**PREPARED BY : Pacific & Orient Insurance Co Berhad
11th Floor, Wisma Bumi Raya,
No 10, Jalan Raja Laut
P.O.Box 10953, 50730 Kuala Lumpur**



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2012 MASTER POLICY

Members of the Malaysian Bar who engage in legal practice as advocates and solicitors are required in accordance with the rules promulgated under the Legal Profession Act 1976 and the Legal Profession (Amendment) Act 1992 to carry approved insurance against civil liability arising out of the conduct of such practice.

Bar Council of Malaysia (hereinafter referred to as "Bar Council") acting for and on behalf of members of the Malaysian Bar 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 Legal Profession Act 1976.

Bar Council and The Insurer agree as follows: -

1. This Master Policy is for the period of 12 months from 1st January 2012 to 31st December 2012 at midnight which may be renewed annually thereafter as agreed between the parties hereto.
2. In consideration of payment of the premium as agreed, The Insurer will provide insurance to each member of the Malaysian Bar in accordance with the terms, exclusions, limitations and conditions of the Certificate of Insurance 2012, as attached.

The limit of indemnity under the Certificate of Insurance issued shall be the Mandatory Limit of Indemnity specified in the attached Annexure 1, except in respect of Misconduct which is subject to the aggregate sub-limit provision of Clause 12 of the Certificate of Insurance 2012.

The Base Excess (self-insured retention) is as specified in Annexure 1 subject to the provisions of Clause 11 of the Certificate of Insurance 2012.

3. The Insurer will provide indemnity in respect of Claims made against a former member (or his estate in the event of his death) of the Malaysian Bar arising from work undertaken whilst in possession of a valid practising certificate.

Provided that

- (i) The Claim is first made against the former member during the period of this Master Policy;
- (ii) The former member was insured under a Certificate of Insurance issued under this Master Policy or any other preceding Master Policies and is deceased or has permanently ceased practice;
- (iii) This indemnity does not extend to any Claim which at the time the Claim is made is insured by, or would but for the existence of this Clause be insured by any other valid and collectible insurance;
- (iv) The Insurer's maximum liability under this Clause is the last Mandatory Limit of Indemnity that the former member had;
- (v) The Base Excess (subject to the provisions of Clause 11 of the Certificate of Insurance) is the last Base Excess that the former member had;

Subject always to the terms, exclusions, limitations and conditions of the Certificate of Insurance, as attached.





PACIFIC & ORIENT INSURANCE CO. BERHAD (NO.12557-W)

4. Where a Firm closes in compliance with Bar Council's Rules and Rulings and the legal practitioner/s join another firm/s; and thereafter a Claim is notified to The Insurer arising from an act whilst the previous Firm was in practice, the claim or the notifiable circumstance will be registered under this Master Policy; and The Insurer will provide indemnity provided that
- (i) The work was undertaken whilst the legal practitioner/s were in possession of a valid practising certificate;
 - (ii) The Insurer's maximum liability under this Clause is the last Mandatory Limit of Indemnity of the Firm prior to closure of the Firm;
 - (iii) The Base Excess (subject to the provisions of Clause 11 of the Certificate of Insurance) is the last Base Excess of the Firm prior to closure of the Firm; and
 - (iv) Each and every legal practitioner/s who notified under this Clause shall be jointly and severally liable for the Base Excess and for any sum in excess of the Mandatory Limit.

Subject always to the terms, exclusions, limitations and conditions of the Certificate of Insurance, as attached

5. The Insurer and/or its appointed Third Party Claims Administrator - Echelon Claims Consultants Sdn Bhd shall at the written request of Bar Council disclose to Bar Council claims information and particulars to enable Bar Council to have the complete claims data for the sole purpose of management of the Mandatory Professional Indemnity Insurance Scheme and its risk management objectives.

The Bar Council's PII Committee and Risk Department officers shall be allowed to attend claims meetings conducted between The Insurer, Echelon Claims Consultants Sdn Bhd and Jardine Lloyd Thompson Sdn Bhd.

6. The Insurer will provide indemnity in respect of Claims brought against any of the following organisations and/or its officeholders, members or employees of:
- (a) Bar Council and/or any of its Committees;
 - (b) A State Bar Committee and/or any of its Committees;
 - (c) The Malaysian Bar Mediation Centre;
 - (d) Advocates and Solicitors' Disciplinary Board
 - (e) The Legal Aid Centres of Malaysia operated by Bar Council
 - (f) Any Lawyer(s) acting on behalf of the Malaysian Bar on a "no fee" (*pro bono*) basis but only with respect to claims arising out of the work undertaken on a *pro bono* basis

Subject to the limit of liability, deductible amounts, terms, exclusions, limitations and conditions of the Liability Insurance Policy, as attached.

7. This Master Policy and attachments hereto shall be read as one document and interpreted in accordance with the laws of Malaysia.
8. "The Insurer" means the insurance company specified below:





PACIFIC & ORIENT INSURANCE CO. BERHAD (NO.12557-W)

Insurer

Percentage

Pacific & Orient Insurance Co. Berhad
SIGNED ON BEHALF OF THE INSURER

100%

 PACIFIC & ORIENT INSURANCE CO. BERHAD
(Company No: 12557-W)
[Signature]

01 JAN 2012

.....
KRISHNA MURTHI
Authorised Signatory
General Manager
Business Development & Underwriting

Date

SIGNED ON BEHALF OF BAR COUNCIL, MALAYSIA

[Signature]

01 JAN 2012

Chairperson

Date

*President
Malaysian Bar*

**MAJLIS PEGUAM
BAR COUNCIL**

No. 15, Leboh Pasar Besar
50050 Kuala Lumpur
Peti Surat 12478
50780 Kuala Lumpur
Tel: 03-2050 2050 (Hunting Line)
Fax: 03-20342825 / 20261313 / 20725819





ANNEXURE 1

**MANDATORY LIMIT OF INDEMNITY AND BASE EXCESS
(SUBJECT TO EXCLUSIONS IN THE 2012 CERTIFICATE OF INSURANCE)**

| NUMBER OF LAWYERS IN THE PRACTICE | MANDATORY LIMIT OF INDEMNITY (RM) | BASE EXCESS (RM) |
|--------------------------------------|--------------------------------------|------------------|
| 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 |

