



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

**A Member Of The Pacific & Orient Group**

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### **POLICY BOOK**

### **PROFESSIONAL INDEMNITY INSURANCE POLICY**

**FOR**

**THE MALAYSIAN BAR**

**POLICY NO : 129716U7000035**

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



## 2017 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 Section 78A(1)(c) of 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 Malaysia ( "Bar Council") acting for and on behalf of members of the Malaysian Bar has designated Pacific & Orient Insurance Co Berhad (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(1)(a) 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 1<sup>st</sup> January 2017 to 31<sup>st</sup> December 2017 at midnight which may be renewed annually thereafter as agreed between the parties hereto.
2. In consideration of payment of the premium, the Insurer shall provide insurance to each member of the Malaysian Bar in accordance with the terms, exclusions, limitations and conditions of the Certificate of Insurance as attached and the specially defined words in bold therein shall equally apply where used in this Master Policy.

The **limit of indemnity** under each issued Certificate of Insurance 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 11(a) of the Certificate of Insurance.

The **base excess** is as specified in Annexure 1 and is subject to Clause 10 of the Certificate of Insurance.

3. The Insurer shall provide indemnity in respect of a **claim** made against a former member (or his estate in the event of his death) of the Malaysian Bar.

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 previous certificate of insurance issued under a preceding Master Policy and is deceased or has permanently ceased **legal practice**;
- (iii) This indemnity does not extend to a **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 10 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.





4. Where a **firm** closes in compliance with the Bar Council's Rules and Rulings and the **legal Practitioner(s)** join another **firm**; 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 circumstances** will be registered under this Master Policy; and the Insurer will provide indemnity provided that:
- (i) The work was undertaken whilst the **legal practitioner** was 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 its closure;
  - (iii) The **base excess** (subject to the provisions of Clause 10 of the Certificate of Insurance) is the last **base excess** of the **firm** prior to its closure; and
  - (iv) Each and every **legal practitioner** 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 claims administrator, Echelon Claims Consultants Sdn Bhd, shall at the written request of the Bar Council disclose to the Bar Council information and particulars to enable the Bar Council to have 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 Management 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 shall provide indemnity in respect of claims for **loss** 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 and the specially defined words in bold therein shall equally apply where used in this Master Policy

7. This Master Policy and attachments hereto shall be read as one document and interpreted in accordance with the laws of Malaysia.





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GST REG.NO/ NO CBP : 001055457280

**Insurer**

Pacific & Orient Insurance Co. Berhad

**SIGNED ON BEHALF OF THE INSURER**



**01 JAN 2017**

**Authorised Signatory**

**Date**

**BAR COUNCIL, MALAYSIA**

**SIGNED ON BEHALF OF BAR COUNCIL, MALAYSIA**

**01 JAN 2017**

**Chairperson**

**Date**

**MAJLIS PEGUAM**

**BAR COUNCIL**

No. 15, Leboh Pasar Besar

50050 Kuala Lumpur

Peti Surat 12478

50780 Kuala Lumpur

Tel: 03-2080 2080 (toll-free line)

Fax: 03-20342825 / 20261313 / 20729818





ANNEXURE 1

MANDATORY LIMIT OF INDEMNITY AND BASE EXCESS

(SUBJECT TO EXCLUSIONS IN THE 2017 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

