



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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur

INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

2019 CERTIFICATE OF INSURANCE

When reading this Certificate of Insurance, please note the use of specially-defined words that appear in **bold** type.

This Certificate of Insurance and the attached sample Schedule in Appendix 1 forms part of Pacific & Orient Insurance Co. Berhad Master Policy No. 129718U7000023 issued to the Malaysian Bar for and on behalf of its Members and it is hereby certified that this insurance has been effected for those Members named in the Schedule hereunder in respect of the **limits of indemnity** specified and for the **period of insurance** stated therein (the "Policy").

In consideration of the payment of the premium and subject to the Schedule, limitations, conditions, provisions and other terms of this Certificate, **we** agree as follows:

WHO IS INSURED?

1. **We** agree to insure **you** being the **firm** and:
 - (a) each **principal**;
 - (b) each **employee**;
 - (c) the estate and legal representative of each person referred to in (a) and (b).

WHAT WE INSURE YOU FOR AND WHEN

2. **We** agree to indemnify **you** against **civil liability** pursuant to a **claim** that:
 - (a) arises from **your legal practice**; and
 - (b) is first made against **you** during the **period of insurance**.
3. **We** also indemnify **you** for:
 - (a) **Claimant's costs** and **defence costs**; and
 - (b) **Mitigation costs**, subject to the **firm**:
 - (i) providing prior written notice to **us** during the **period of insurance** of the potential civil liability, the costs required to mitigate the potential civil liability and the probability of the eventual **claim** being made against **you** in the absence of **you** undertaking such mitigation action; and
 - (ii) complying with the terms and conditions of this insurance applicable to **claims**.

Provided that:

- (a) **we** shall not be liable under this insurance for **mitigation costs** which **we** have not consented to in writing, where reasonably practical; and
- (b) all mitigatory actions are within the spirit of the Bar Council's Rules and Rulings that govern the Profession and the LPA.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur

INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

4. Professional appointments and assignments assumed or undertaken by **you** in a personal capacity shall be regarded as part of **your legal practice** provided that any fees or other income accruing therefrom inure to the benefit of the **firm**.

HOW MUCH WE INSURE YOU FOR

5. Subject to payment of the **base excess** or **increased base excess**, the maximum amount **we** shall indemnify **you** for any **one claim** is the **limit of indemnity** subject to the provisions of Clause 11.
6. Subject to **your** payment of the **base excess** or **increased base excess**, **we** shall also indemnify **you** for **defence costs**, which amount shall be in addition to the **limit of indemnity**. Any payment by **us** of **defence cost** shall not reduce such **limit of indemnity**.

Provided however that:

- (a) if any **one claim** exceeds the **limit of indemnity**, our liability for **defence costs** shall be restricted to such proportion thereof that the **limit of indemnity** bears to the **claim**;
- (b) any costs recovered shall first be fully used to offset and indemnify **us** of any **defence costs** **we** may have incurred in **your** defence, with any balance remaining thereafter to inure to **you** for **your** benefit;
- (c) if **we** do not pursue the recovery of costs awarded and where the costs is recovered by the **firm**, **we** shall have no right to this amount.

YOUR BASE EXCESS AND UNINSURED SUMS

7. Our liability under this insurance shall only apply to that part of any **one claim** which exceeds the **base excess** or **increased base excess**. The **base excess** or **increased base excess** shall be borne by **you** and at **your** own risk.
8. Our liability under this insurance shall only apply to that part of the **defence costs** in any **one claim** which exceeds the **base excess** or **increased base excess** and the proportion in Clause 6(a). Provided however, that the **base excess** or **increased base excess** shall only be applied once in the event of a **claim** and/or where **defence costs** are incurred.
9. Where any sums are payable, **you** must pay the amount of the **base excess** or **increased base excess** and any uninsured sums within 45 days of the request to pay. This payment is a condition precedent to any liability to indemnify **you** under the Policy and **your** right to renew **your** insurance for subsequent policy periods. In the event of **your** failure to make this payment, **we** shall also have the right to immediately recover from **you** any and all sums **we** may have previously paid in relation to the **claim**.
10. The **base excess** specified in Item 9 of the Schedule shall be increased to the amounts specified below in the event of any **claim** arising out of the following circumstances or events:
- (a) Conflict of Interest: RM100,000 or 2 times the **base excess** whichever is the higher subject to a maximum of RM300,000 where **you** have acted for more than one party to a transaction in respect of conveyancing of land and/or buildings otherwise than in accordance with Bar Council's Rules and Rulings that govern the profession.

However this **increased base excess** shall not apply in the event **you** had obtained written waivers from all the relevant parties to the transaction.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur

INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

- (b) **Conveyancing:** RM50,000 minimum in respect of conveyancing of land and/or buildings. However this **increased base excess** shall not apply if:
- (i) **you** had in place an implemented and effective risk management programme at the time the alleged act, error or omission giving rise to the **claim**. The conveyancing checklist as recommended by the Bar Council or an equivalent, shall suffice for the purpose of this clause; or
 - (ii) it is adjudged by the Court that there is no **civil liability** arising from the **claim** against the **firm**; or
 - (iii) the claimant unconditionally withdraws the **claim** against the **firm**.
- (c) **Misconduct by partner:** RM20,000 multiplied by the number of **principals** subject to a minimum of RM30,000 and maximum of RM250,000 per **firm** in respect of **misconduct** of **principals**.

CLAIMS INVOLVING MISCONDUCT

11. Notwithstanding the Exclusion in Clause 32(e), **we** shall indemnify the **firm** and its **employees** against any **claim** arising out of **misconduct** excluding indemnity to any person(s) or **employees** who were party to or condoned such **misconduct** relating to the **claim**.

PROVIDED THAT

- (a) The maximum amount **we** shall indemnify **you** for **claims** in respect of **misconduct** is RM350,000 or the **firm's limit of indemnity** whichever is the lower. This **limit of indemnity** is applicable towards any **one claim** and in the aggregate during the **period of insurance**. This **limit of indemnity** is over and above the **base excess** or **increased base excess**.
- (b) **You** shall at our request take or procure, to be taken at our expense, all reasonable steps to obtain reimbursement from any party to such **misconduct** or from his personal legal representatives.
- (c) **You** agree that any recovery so obtained together with any monies which but for such **misconduct** would have been due to any party to such **misconduct**, shall be paid to **us** up to but not exceeding the amounts paid by **us** in respect of such **claim** together with any expenditure reasonably incurred in obtaining such reimbursement.
- (d) **You** establish that at the time of the **misconduct** giving rise to the **claim**, the **principal** who committed such **misconduct** was in fact practising as a **principal** of and carrying on practice as a **legal practitioner** in common with other **principals** of the **Firm**.

WHEN YOU HAVE TO NOTIFY US

12. Claims or notifiable circumstances

- (a) As a condition precedent to liability **you** must notify **us** in writing as soon as reasonably practicable but no later than 60 days, of any **claim** first made against **you** during the **period of insurance**;





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

- (b) **You** must notify **us** in writing as soon as reasonably practicable but no later than 60 days of any **notifiable circumstances** of which **you** first become aware of during the **period of insurance**. **We** shall treat any subsequent **claim** arising from the same originating cause as the circumstances notified in accordance with this Clause as if it had been made against **you** during this **period of insurance**.
- (c) Notice under this Policy shall be given in writing addressed to:

Jardine Lloyd Thompson Sdn Bhd Level
42-01A (West Wing), Q Sentral
Jalan Stesen Sentral 2
Kuala Lumpur Sentral
50470 Kuala Lumpur

Telephone : +603 2723 3388
Fax : +603 2723 3301

YOUR DUTY TO CO-OPERATE

13. As a condition precedent to our liability under this Policy it is **your** continuing duty to provide full disclosure of all relevant facts and circumstances, whether specifically requested or otherwise, which is known or becomes known to **you** any time before or after a **claim**. It is furthermore **your** continuing duty to render at **your** own expense all reasonable assistance and co-operation to **us** or our **authorized representatives** which includes but is not limited to:
- (a) providing all relevant information, documents and data in whatsoever form; and
 - (b) attending meetings, mediation, court hearings and appearing as a witness to give evidence or testimony if required.
14. If after three written requests for **you** to comply with Clause 13, **you** fail to respond in a timely manner or in a manner satisfactory to **us** or our **authorised representatives**, **your** inaction shall be deemed as total or gross disregard or avoidance and shall entitle **us** to decline to indemnify **you** under the Policy except when the failure was due to circumstances beyond **your** reasonable control.
15. **You** further agree to waive any legal professional privilege to the extent of **your** duties described at Clause 13, if any, and generally in relation to a **claim**.

YOU SHALL NOT ADMIT LIABILITY OR INCUR UNREASONABLE COSTS

16. **You** agree:
- (a) not to admit liability for a **claim**; or
 - (b) not to settle or enter into any negotiations for the purpose of any settlement or compromise of a **claim**; or
 - (c) not to incur any unreasonable costs or expenses in connection with a **claim** without the prior written consent from **us** which shall not be unreasonably withheld.

WE HAVE THE RIGHT TO TAKE CONDUCT OF THE CLAIM





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
INTERNET : www.po2u.com SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145

17. **You agree that:**

- (a) **we** have the right to take over the conduct of a **claim** against **you**, including its investigation, defence, avoidance, reduction or, subject to Clause 20, its settlement; and
- (b) **we** may do so in **your** name.

18. Upon receipt of notice from **you** of any writ, **we** and/or our **authorized representatives** shall appoint a **legal practitioner** within 14 working days to take conduct of the **claim** without prejudice to our right to investigate and subsequently refuse coverage or to decline to indemnify **you** in relation to such **claim** as provided under this insurance.

Provided that if **we** and/or our **authorised representatives** fail or neglect to appoint a **legal practitioner** within 14 working days and take conduct of the **claim**, **you** shall have the right, if **you** so choose, to appoint a **legal practitioner** from the approved panel to defend the claim and instruct the appointed **legal practitioner** as **you** deem fit. **We** shall be liable to indemnify **you** as if **we** had conduct of the **claim**.

19. Where the amount of the **claim** is less than the **base excess** or **increased base excess**, **you** may, with our prior written consent, assume the conduct and/or settle the **claim**.

DECIDING WHETHER TO PROCEED TO HEARING OR SETTLE

- 20. In the event of a dispute on whether a **claim** should proceed to trial or settlement, advice shall be taken from a senior member of the Malaysian Bar to be appointed by both of **us** or in the absence of such mutual agreement, to be appointed by the President, for the time being, of the Malaysian Bar. The option to invoke this clause by either party shall be made within 30 days of the written notification of our decision on whether to contest or settle any legal proceedings.
- 21. This advice shall bind both of **us**. The fees payable for this advice shall not exceed RM10,000 and shall be shared equally between **us**.
- 22. If both of **us** cannot agree on invoking Clause 20, and if **we** recommend that a claim be settled but **you** elect to contest the proceedings, **you** may do so with our prior written consent with a **legal practitioner** of **your** choice PROVIDED THAT our liability for all losses arising out of that **claim** shall not exceed the amount for which that **claim** could have been settled plus legal costs up to the date **we** and/or our **authorised representatives** recommended the settlement in writing to **you**.

DISPUTES WITH US

- 23. Except as provided in Clause 20 and Clause 35(k), if there is any dispute between **us** in relation to or arising from the Policy **we** may both agree to refer any such dispute to be resolved by arbitration and in that eventuality, it is agreed that:
 - (a) the sole arbitrator is to be appointed by the President, for the time being of the Malaysian Bar;
 - (b) **we** share the costs of the arbitration (excluding our respective legal costs) equally; and
 - (c) the arbitrator's decision binds both of **us**.

CHANGES IN EXPOSURE





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
www.poi2u.com

24. Your premium, **limit of indemnity** and **base excess/increased base excess** shall not be varied during the **period of insurance** by dissolution of **your firm**, turnover in **principals** or **employees** after the inception date of this Policy in any circumstances other than in respect of **your** merger or amalgamation with another **firm**. However, additional premium will be payable in respect of the addition to the **firm** of any **legal practitioner** who had ceased to be insured prior to the date of commencement of this **period of insurance**.
25. In the case of **your** merger or amalgamation with another **firm** during the **period of insurance**, **your** premium, **limit of indemnity** and **base excess/increased base excess** shall be re-determined. **You** shall give written notice of such event to **us** as soon as practicable and provide such other information as **we** may reasonably request.

SUBROGATION

26. In the event of any payment under this insurance, **we** shall be subrogated to the extent of such payment to all **your** rights of recovery. **You** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable **us** effectively to bring the suit in **your** name.
27. **We** agree not to exercise our rights of subrogation against a **principal** or an **employee** except in the case of that person's **misconduct**.

CONDITIONS PRECEDENT TO LIABILITY

28. The due observance and fulfilment of Clauses 12(a), 13 and 14 in so far as they relate to anything to be done or complied with by **you** and the truth of the statements and answers in the proposal form in relation to questions on claims and/or notifiable circumstances shall be condition precedent to our liability to make any payments under this insurance.

INNOCENT NON-DISCLOSURE AND NON-IMPUTATION

29. If a **principal** inadvertently fails to disclose facts material or otherwise to the assessment of the risk hereunder, **we** shall not exercise our right to avoid this insurance on the grounds of such failure.
30. **We** agree that, where **we** indemnify more than one **principal**, each having a severable insurable interest, any conduct on the part of any **principal** whereby such **principal**:
- (a) fails to notify a **claim** or **notifiable circumstance**; or
 - (b) fails in their duty to co-operate; or
 - (c) fails to comply with any terms or conditions under this insurance;

shall not prejudice the right of any remaining **principal** to indemnity as may be provided by this Policy. PROVIDED ALWAYS THAT, such remaining **principal** shall not be proven to have had prior knowledge of any failures or had reasonably assumed the Policy terms and conditions had been complied with and, as soon as is reasonably practicable upon becoming aware of any failures, the remaining **principal** shall advise **us** of all known facts in relation to the failure and shall co-operate with **us** as provided in Clause 13.

FRAUDULENT CLAIMS





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

31. If **you** make any **claim** for indemnity knowing the same to be false or fraudulent, as regards the amount or otherwise, **you** shall forfeit the benefits of this Policy with regards to such **claim** and in addition we shall have the right to report such fraud to the relevant authorities and/or take such appropriate action to recover any losses we have suffered as a result.

WHAT WE EXCLUDE FROM THE INSURANCE

32. We will not indemnify **you** under this Policy for:

- (a) any liability which is more specifically insured under any other policy effected by **you** or on **your** behalf or which would but for this insurance be so covered.
- (b) **claims** arising from any **notifiable circumstances** which **you** were aware of prior to the inception of this insurance.
- (c) **claims** relating to **notifiable circumstances** to which this insurance would otherwise respond which **you** notified to **us** or any other insurer prior to the inception of this insurance.
- (d) any **civil liability, claimant's costs, defence costs** and **mitigation costs** outside Malaysia. This exclusion shall not apply to **defence costs** incurred in Malaysia to defend the enforcement of an award or judgment obtained outside Malaysia.
- (e) any liability directly or indirectly caused by or contributed to by or arising from or in respect of **misconduct** (except as provided in Clause 11).
- (f) any **claim** in respect of any personal financial guarantee or undertaking given by **you** or the **firm** otherwise than in good faith in the course of **your legal practice** or as required by law or order of the courts.
- (g) death, bodily injury or loss of or damage to any physical property occupied or used by **you** for the purposes of the operations of the **firm** (except property in **your** care, custody and control obtained or procured in the course of **your legal practice** and for which **you** are responsible).
- (h) wrongful dismissal or any other alleged breach by **you** of statutory or contractual requirements in relation to any contract of employment.
- (i) wrongful termination or any other alleged breach of any contract for supply to or use by **you** of services, materials, equipment, other goods and/or immovable property.
- (j) any trading debt incurred by **you**.
- (k) the giving of any express or implied warranty or guarantee relating to the financial return on any investment.
- (l) any liability directly or indirectly caused by or contributed to by or arising from war, invasion, acts of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or terrorist activity or from any action taken to avoid or detect terrorist activity.
- (m) any **claims** brought about by or attributable to or consequent upon the holding by **you** of any appointment as a director or officer (except as a company secretary) of a company or organisation.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

Provided however that this exclusion shall not apply to **claims** arising out of **you** acting as a **legal practitioner**, with the consent or approval of the **firm**, for any company or organisation for whom **you** are a director or officer and for which **you** received a fee.

- (n) any **claim** which is solely in relation to the quantum or **refund** of **your** professional fees, charges, disbursements and other incidental costs. This exclusion shall not apply where:
 - (i) it is also adjudged by the Court there is concurrent **civil liability** against the **firm** arising from the **claim** in relation to matters other than **your** professional fees, charges, disbursements and other incidental costs which are insured under this Policy; or
 - (ii) **we** decide on a settlement for a **claim** against the **firm**;
- (o) any **claim** or **civil liability** directly or indirectly, wholly or in part caused or contributed to or arising from or in respect of any disciplinary proceedings brought against **you** or by **you**, whether on **your** own behalf or on behalf of another.
- (p) any **claim** or counterclaim set off by an insured against another insured under the Malaysian Bar Professional Indemnity Insurance Scheme; provided however that this exclusion shall not apply to:
 - (i) any **claim** where **you** act as a **legal practitioner** for the **claimant**;
 - (ii) any **claim** where **you** act as a **legal practitioner** for a client in pursuing an action against another insured (second insured) and the second insured sues **you**.
- (q) for fines and penalties imposed by law and non-compensatory awards of any kind

INTERPRETATION

- 33. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the laws of Malaysia, and any disputes relating thereto shall be subject to Malaysian law and jurisdiction.
- 34. In this Certificate, unless the context requires otherwise:
 - (a) the singular includes the plural and vice versa;
 - (b) the male gender includes the female and vice versa;
 - (c) where an expression is defined for the purpose of this Certificate, any other grammatical form of the expression has the same meaning;
 - (d) headings are merely descriptive and not an aid to interpretation;
 - (e) references to an amount of money are references to that amount in Malaysian Ringgit (RM);
 - (f) where reference to written communication, notices in writing or similar are made then the equivalent and other usual forms of electronic communications will be acceptable.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
: SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
INTERNET : www.pol2u.com

DEFINITION

35. In this Certificate of Insurance, unless the context otherwise requires:

- (a) **authorised representatives** means the employees and management of Jardine Lloyd Thompson Sdn Bhd, Echelon Claims Consultants Sdn Bhd and any **legal practitioner** and any other person retained by **us**.
 - (b) **base excess** means the self-insured sum representing the first amount **you** are required to pay in respect of any **one claim** as specified under Item 9 of the Schedule.
 - (c) **increased base excess** means the **base excess** **you** are required to pay under Clause 10 when applicable.
 - (d) **claim** means:
 - (i) a demand for, or an assertion of a right to, compensation, damages or such other remedies for **civil liability** which arises from **your legal practice**; or
 - (ii) an intimation of an intention to seek compensation, damages or such other remedies for **civil liability** which arises from **your legal practice**.
 - (e) **claimant** means the party who initiates the **claim** against **you** which may result in **civil liability**.
 - (f) **claimant's costs** means legal costs **you** have to pay to the **claimant**.
 - (g) **civil liability** means liability pursuant to a **claim** made against **you** in a civil suit or action in a court of law in Malaysia.
 - (h) **defence costs** means reasonable costs, charges, fees and expenses incurred by **you** or on **your** behalf in the investigation, defence and/or settlement of any actual or potential claim which may form the subject of indemnity under this insurance.
 - (i) **employee** means a person who, at any time, is or was employed or similarly engaged by the **firm** (such as a legal assistant, articulated clerk, pupil in chambers, consultant, office or clerical staff) including the **employee's** estate and legal representative.
 - (j) **firm** means the person in Item 3 and/or the **firm** named in Item 4 of the Schedule and includes a **successor practice** or a **prior practice** which is no longer specifically insured under any current or run-off whether enforceable or not.
 - (k) **legal practice** means the provision of such services including pro bono and all professional services as provided in the normal course of carrying on the profession as a **legal practitioner** in an approved private practice anywhere in Malaysia as governed by and in accordance with the **LPA**.
- In the event of any dispute as to whether any particular service falls within the definition of **legal practice**, then the dispute shall be referred to the President, for the time being, of the Malaysian Bar whose ruling shall be binding on **us**.
- (l) **LPA** means the Legal Profession Act 1976 (as amended) and the regulations, rules, rulings and directions issued thereunder.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur

INTERNET : www.poi2u.com TEL No. 0326985033 FAX No. 26938145

- (m) **legal practitioner** means an advocate and solicitor as defined in Section 43 of the LPA and does not include entities and lawyers defined under Part IVA of the Legal Profession (Amendment) Act 2012.
- (n) **limit of indemnity** as specified in Item 7 of the Schedule means the maximum amount **we** will indemnify **you** for any **one claim** subject to Clause 7 of the Certificate of Insurance and includes **claimant's costs**.
- (o) **misconduct** means dishonest or fraudulent conduct in the discharge of his duties.
- (p) **mitigation costs** means any payment of loss, costs or expenses including notification costs (whether legally required or not) for actual or possible data or privacy breach to affected individuals, entities or regulatory bodies, the engagement of forensic or specialist consultants to conduct analysis or recovery of the **firm's** computer systems or data, reasonably and necessarily incurred by the **firm** in taking action to mitigate or rectify or avoid or reduce a **claim** which could have been covered under the Policy.
- (q) **notifiable circumstances** means any fact, circumstance or event which **you** reasonably anticipate could give rise to a **claim** against **you** at any future time.
- (r) **one claim** means all claims by one or more **claimants** that arise from:
- (i) one act or omission; or
 - (ii) one series of related acts or omissions; or
 - (iii) the same act or omission in a series of related matters or transactions; or
 - (iv) similar acts or omissions in a series of related matters or transactions; or
 - (v) **misconduct** of any person whether or not within the **firm** acting alone or in collusion with others,
- such claims shall be regarded as attributable to one underlying cause and treated as **one claim**.
- (s) **period of insurance** means the period specified in Item 6 of the Schedule.
- (t) **principal** means:
- (i) a person who, at any time is or was a partner of the **firm**; or
 - (ii) a person who is the sole practitioner of the **firm**
- notwithstanding any other description of such **principal** in the **firm**.
- (u) **prior practice** means any practice previously conducted by or engaged by any of **you** or to which this practice is a successor or subsequent employer.
- (v) **refund** means to repay, to give back, to restore, reimburse.
- (w) **successor practice** means any **legal practice** which succeeds at any time during the **period of insurance** to the whole or part of the **legal practice**.
- (x) **us** means the Insurer named in Item 2 of the Schedule except when the context requires '**us**' to refer to both the Insurer and **you**.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur

INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.poi2u.com

- (y) **we** means the Insurer named in Item 2 of the Schedule except when the context requires '**we**' to refer to both the Insurer and **you**.
- (z) **you** or **your** means the **firm** and other parties referred to in Clause 1 or where the context requires any one or more of the **firm** and other parties referred to in Clause 1.

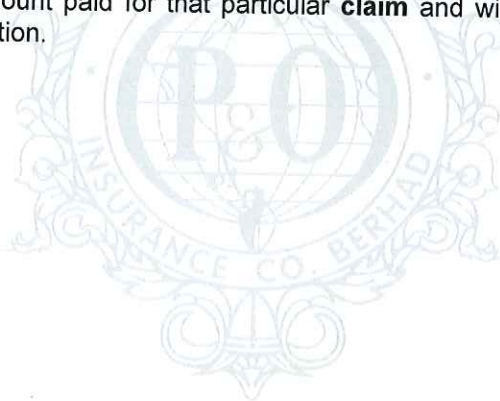
ADDRESS FOR NOTICES TO INSURER

36. Any summons, notice, or process to be served on **us** may be served at the address specified in the Schedule.

:

PREMIUM AND CLAIMS LOADING

37. If **we** have not made any payment towards **your claim** or **notifiable circumstance** under this Policy, the premium applicable for the firm shall be RM1,254.00 per **legal practitioner**. The premium of RM1,254.00 per **legal practitioner** will similarly apply to newly established practices.
38. In the event that **we** make a payment towards **your claim** or **notifiable circumstance** under this Policy, an additional premium (also referred to as claims loading) will be applied upon renewal of **your** insurance. This additional premium will be calculated either as 5% of the **claim** amount paid by **us** or 5 times the current year premium, whichever is the lower, subject to a maximum cap up to 25% of the amount paid for that particular **claim** and will apply over a period of 5 years from date of notification.





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur

INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
: www.pol2u.com

APPENDIX 1

MALAYSIAN BAR

**SCHEDULE ATTACHING TO AND FORMING PART OF THE MALAYSIAN BAR
PROFESSIONAL INDEMNITY INSURANCE CERTIFICATE AS PART OF
MASTER POLICY NO. 129718U7000023**

1.	CERTIFICATE NO.	:	2019/M/____/____		
2.	INSURER	:	Pacific & Orient Insurance Co. Berhad (12557-W) 11 th Floor, Wisma Bumi Raya No. 10, Jalan Raja Laut, P.O. Box 10953 50730 Kuala Lumpur (and its successors or assigns)		
3.	NAMED INSURED	:	(As per Attachment 1 to this Schedule)		
4.	THE FIRM	:			
5.	ADDRESS	:			
			(and all branches within West Malaysia & the Federal Territories)		
6.	PERIOD OF INSURANCE	:	From 1st January 2019 to 31st December 2019 at midnight Malaysian Time		
7.	MANDATORY LIMIT OF INDEMNITY	:	RM		each and every claim (subject to sub-limit in respect of Misconduct)
8.	SUB-LIMIT IN RESPECT OF MISCONDUCT	:	RM	350,000.00	in the aggregate (subject to Firm's Mandatory Limit, whichever is lower)
9.	BASE EXCESS	:	RM		each and every claim (subject to Clause 10 of the Certificate of Insurance)
10.	PREMIUM INCLUSIVE OF 6% GOODS & SERVICES TAX	:	RM		
11.	STAMP DUTY	:	Paid on the Master Policy		
			SIGNED FOR : Pacific & Orient Insurance Co. Berhad S. KRISHNA MURTHIE General Manager Business Development, Underwriting		
The insurance is subject to the terms of the <u>Master Policy No. 129718U7000023</u> and the 2019 Certificate of Insurance.					

YOUR DUTY OF DISCLOSURE

It is emphasised that prior to and until this **Policy** of insurance is entered into, each **Insured** is under a duty to disclose to the **Insurer** every fact that it knows, or could reasonably be expected to know, that is relevant to the





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

HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
INTERNET : SST Registration No./ No. CP - W10-1808-31021805 TEL No. 0326985033 FAX No. 26938145
www.poi2u.com

decision, and which may influence the **Insurer's** assessment, of acceptance of the risk and the terms of such acceptance. The Insured must also disclose to the Insurer a matter that a reasonable person in the circumstances could expect to know to be relevant. If the **Insured** is uncertain as to whether or not particular information is material, these facts should be disclosed to the **Insurer**.

The duty of the **Insured** does not require disclosure of any fact:

- That diminishes the risk to be undertaken by the **Insurer**;
- That is of common knowledge;
- That the **Insurer** knows or, in the ordinary course of its business, ought to know;
- As to which compliance with your duty is waived by the **Insurer**.

All information provided in support of the application for insurance by each **Insured** must be correct, as each **Insured** will be bound by the answers and by the information it has provided.

If an **Insured** does not comply with its duty of disclosure or makes a misrepresentation, the **Insurer** may be entitled to reduce its liability under the **Policy** in respect of a claim or may cancel or avoid the **Policy**.

If the non-disclosure or misrepresentation is fraudulent, the **Insurer** may also have the additional option of avoiding the contract from its beginning and returning the premiums paid.

COMPLAINTS PROCEDURE

It is Pacific & Orient Insurance Co. Berhad intention always to supply a first-class standard of service. However, should you have any cause for complaint or you wish to make an enquiry regarding this insurance you may contact us through our website : www.poi2u.com or write to us.

DATA PROTECTION

Pacific & Orient Insurance Co. Berhad holds data in accordance with the Personal Data Protection Act, 2010 (Act 709). It may be necessary to pass data to other organisations that supply services or products associated with this **Policy**. In order to verify information, or to prevent or detect fraud, information provided might be shared with other organisations and public bodies, including law enforcement agencies.

If you have any questions about the way in which Pacific & Orient Insurance Co. Berhad uses or holds your personal information or you have any complaint you can write to:

General Manager
Pacific & Orient Insurance Co. Berhad
11th Floor, Wisma Bumi Raya, No 10, Jalan Raja Laut
50730 Kuala Lumpur

DISPUTE RESOLUTION

Disputes can be referred to Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau). You may refer the matter to the Ombudsman for Financial Services to resolve the dispute.

Their contact details are as follows :-

Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811 Fax: +603-2272 1577 or email to: enquiry@ofs.org.my.

