



# PACIFIC & ORIENT INSURANCE CO BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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

SST Registration No.

CP W10-1808-3102180

TEL:03-26985033

FAX:03-26938145

INTERNET : [www.poi2u.com](http://www.poi2u.com)

TOLL FREE NO:

1 800 88 2121

STAMP  
DUTY  
PAID

## POLICY BOOK

### PROFESSIONAL INDEMNITY INSURANCE POLICY

### FOR MALAYSIAN BAR

POLICY NO. : 129720U7000038

PREPARED BY : Pacific & Orient Insurance Co. Berhad

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut,  
P.O. Box 10953, 50730 Kuala Lumpur







# PACIFIC & ORIENT INSURANCE CO BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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

SST Registration No.

TEL: 03-26985033

TOLL FREE NO:

CP W10-1808-3102180

FAX: 03-26938145

1 800 88 2121

INTERNET : [www.poi2u.com](http://www.poi2u.com)

## 2021 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.

The 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 2021 to 31<sup>st</sup> December 2021 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;







## PACIFIC & ORIENT INSURANCE CO BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

HEAD OFFICE : 11<sup>th</sup> Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur  
INTERNET : [www.poi2u.com](http://www.poi2u.com)

SST Registration No. CP W10-1808-3102180  
TEL: 03-26985033 FAX: 03-26938145  
TOLL FREE NO: 1 800 88 2121

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 PII & Risk Management Department officers shall be allowed to attend claims meetings conducted between the Insurer, Echelon Claims Consultants Sdn Bhd and Marsh Insurance Brokers (Malaysia) 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.







# PACIFIC & ORIENT INSURANCE CO BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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

INTERNET : [www.poi2u.com](http://www.poi2u.com)

SST Registration No.  
TEL:03-26985033  
TOLL FREE NO:

CP W10-1808-3102180  
FAX:03-26938145  
1 800 88 2121

## Insurer

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

**10 1 JAN 2021**

**Authorised Signatory**

**Date**

**SIGNED ON BEHALF OF MALAYSIAN BAR**

**08 MAY 2021**

**President**

**President**  
**Malaysian Bar**

**Date**







# PACIFIC & ORIENT INSURANCE CO BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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

SST Registration No.

TEL:03-26985033

TOLL FREE NO:

CP W10-1808-3102180

FAX:03-26938145

1 800 88 2121

INTERNET : [www.poi2u.com](http://www.poi2u.com)

## ANNEXURE 1

### MANDATORY LIMIT OF INDEMNITY AND BASE EXCESS

(SUBJECT TO EXCLUSIONS IN THE 2021 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







# PACIFIC & ORIENT INSURANCE CO BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

HEAD OFFICE : 11<sup>th</sup> Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur  
INTERNET : [www.poi2u.com](http://www.poi2u.com)

SST Registration No.  
TEL:03-26985033  
TOLL FREE NO:

CP W10-1808-3102180  
FAX:03-26938145  
1 800 88 2121

## YOUR DUTY OF DISCLOSURE

It is emphasised that prior to entering into this **Policy**, each **Insured** is under a duty to disclose to the **Insurer** every fact that it knows, or could reasonably be expected to know, that may influence Pacific & Orient Insurance Co. Berhad assessment and acceptance of the risk and the terms of such acceptance. If the **Insured** is uncertain as to whether or not particular information is material, these facts should be disclosed to Pacific & Orient Insurance Co. Berhad.

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](http://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](mailto:enquiry@ofs.org.my).

