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**LEGAL PROFESSION ACT
(CHAPTER 161)**

**LEGAL PROFESSION
(PROFESSIONAL INDEMNITY INSURANCE)
(AMENDMENT) RULES 2006**

In exercise of the powers conferred by section 75A of the Legal Profession Act, the Council of the Law Society of Singapore, with the approval of the Chief Justice, hereby makes the following Rules:

Citation and commencement

1. These Rules may be cited as the Legal Profession (Professional Indemnity Insurance) (Amendment) Rules 2006 and shall come into operation on 1st January 2007.

Deletion and substitution of rule 1A

2. Rule 1A of the Legal Profession (Professional Indemnity Insurance) Rules (R 11) (referred to in these Rules as the principal Rules) is deleted and the following rule substituted therefor:

“Definition

1A. In these Rules, unless the context otherwise requires —

“authorised insurer” means an insurance underwriter approved by the Council;

“foreign lawyer” has the same meaning as in section 130A of the Act;

“law firm” has the same meaning as in the Legal Profession (Professional Conduct) Rules (R 1);

“Singapore lawyer” has the same meaning as in section 130A of the Act.”.

Amendment of rule 2**3. Rule 2 of the principal Rules is amended —**

- (a) by deleting the words “such insurance underwriters as it may approve” and substituting the words “authorised insurers”;
- (b) by deleting the words “or in any law corporation” in paragraph (a) and substituting the words “, law corporation or limited liability law partnership,”;
- (c) by deleting the word “or” at the end of sub-paragraph (i) of paragraph (b);
- (d) by deleting the word “and” at the end of sub-paragraph (ii) of paragraph (b) and substituting the word “or”, and by inserting immediately thereafter the following sub-paragraph:
 - “(iii) a limited liability law partnership or former limited liability law partnership in connection with its business of providing legal services or with any trust of which the limited liability law partnership or the employee is or formerly was a trustee;”; and
- (e) by deleting the full-stop at the end of paragraph (c) and substituting the word “; and”, and by inserting immediately thereafter the following paragraph:
 - “(d) a limited liability law partnership or former limited liability law partnership in connection with legal services provided by it or with any trust of which that limited liability law partnership is or formerly was a trustee.”.

Amendment of rule 3**4. Rule 3 of the principal Rules is amended —**

- (a) by deleting the words “insurance underwriter approved by the Council” in paragraphs (1)(a) and (2) and substituting in each case the words “authorised insurer”;

- (b) by deleting the word “and” at the end of sub-paragraph (i) of paragraph (1)(a);
- (c) by inserting, immediately after sub-paragraph (ii) of paragraph (1)(a), the following sub-paragraph:
 - “(iii) in rule 4(1)(ba) if he is or will be practising in a limited liability law partnership; and”;
- (d) by inserting, immediately after paragraph (2), the following paragraph:
 - “(2A) Every limited liability law partnership shall take out and maintain in force at all times during the period in which it carries on its business of providing legal services such insurance as is referred to in rule 2(d) for the amount of insurance cover specified in rule 4(1)(d) with an authorised insurer.”;
- (e) by inserting, immediately after the words “law corporation” in the 1st line of paragraph (3), the words “and limited liability law partnership”; and
- (f) by inserting, immediately after paragraph (4), the following paragraph:
 - “(5) Every law corporation and limited liability law partnership, and every advocate and solicitor practising in a law firm, that employs a foreign lawyer or a Singapore lawyer who does not hold a practising certificate shall —
 - (a) take out insurance under the common insurance scheme referred to in rule 2 against loss arising from claims against such a law corporation or limited liability law partnership, or such advocates and solicitors, in respect of civil liability incurred by the foreign lawyer or Singapore lawyer in connection with his practice in the law firm or the legal services provided by the law corporation or limited liability law partnership, as the case may be; and