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9 December 2016

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Attention: Mr. Bonny Loo

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Dear Mr. Loo,

**Solicitors (Professional Indemnity) (Amendment) Rules 2016 (L.N. 173)**

We refer to your letter dated 7 December 2016.

Rule 5(2) of L.N. 173 (rule 13 of Cap. 159M)

Although the words “的任何爭議或歧見” only appear once, they necessarily qualify the second instance beginning also with the Chinese expression “關於”. This is clearer if we read rule 13 in its entirety, as follows:

“在符合附表 3 第 8(1) (c) 段的規定下，關於任何律師按照第 4 條將作出或安排作出的任何供款額的法律責任的存在或額量的任何爭議或歧見，或是關於按照第 10、11 及 12 條將就其提供彌償的任何申索或該申索的額量，須提交單一仲裁員仲裁，而在沒有協議的情況下則由當其時的律師會會長委任單一仲裁員。任何上述仲裁須在屬上述爭議或歧見一方的獲彌償保障者與代表基金的彌償公司之間舉行與進行，而該仲裁員的決定即為最終及具約束力的決定。”

The sentence “任何上述仲裁須在屬上述爭議或歧見一方的獲彌償保障者與代表基金的彌償公司之間舉行與進行” also qualifies that only disputes or differences will be referred to an arbitrator.

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Rule 6 of L.N. 173 (rule 17 of Cap. 159M)

This appears to be a matter of choice of expression which does not affect the meaning or effect of the provision. It is noted that paragraph 1 of Section 9 of the Legal Practitioners Ordinance still uses “委任”. We therefore adopt the same words here.

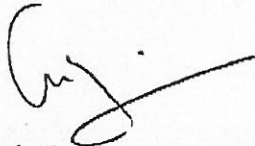
Rule 9(2) of L.N. 173 (Schedule 3, paragraph 1(1), proviso, paragraph (a) of Cap. 159M)

The colon is used to denote what follows are to be included.

Rule 9(15) of L.N. 173 (Schedule 3, paragraph 8(1)(d) of Cap. 159M)

This appears to be a matter of drafting style which does not affect the meaning or effect of the provision.

Yours sincerely,



Gigi Liu  
Assistant Director  
Professional Indemnity Scheme

cc: Department of Justice  
(Attn: Ms. Emma Wong, Senior Government Counsel)  
(Fax No. 3918 4613)

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7 December 2016

Ms Gigi LIU  
Assistant Director, Professional Indemnity Scheme  
The Law Society of Hong Kong  
3/F, Wing On House  
71 Des Voeux Road Central  
Hong Kong

Dear Ms LIU,

**Solicitors (Professional Indemnity) (Amendment) Rules 2016 (L.N. 173)**

Further to our telephone conversations on 22 November and 6 December 2016, we have the following observations on the Chinese text of L.N. 173 which amends the Solicitors (Professional Indemnity) Rules (Cap. 159M):

Rule 5(2) of L.N. 173 (rule 13 of Cap. 159M)

Please consider whether the words "的任何爭議或歧見" should be added after "額量" in rule 5(2), because the relevant matter to be referred to arbitration should be a "*dispute or difference* [between the indemnified and the Company]... concerning any claim or the quantum of any claim in respect of which Indemnity is to be provided in accordance with rules 10, 11 and 12", rather than the claim itself or its quantum.

Rule 6 of L.N. 173 (rule 17 of Cap. 159M)

You may wish to consult the Department of Justice on whether the verb "appoint" in the new rule 17(1) (in the context of appointing a panel, as opposed to individual members comprising the panel) should more appropriately be rendered as "委出" rather than "委任". In this regard, please see, for example, section 33 of the Property Management Services Ordinance (Cap. 626).

Rule 9(2) of L.N. 173 (Schedule 3, paragraph 1(1), proviso, paragraph (a) of Cap. 159M)

Please explain why a colon, as opposed to a comma, is used after the words 款項.

Rule 9(15) of L.N. 173 (Schedule 3, paragraph 8(1)(d) of Cap. 159M)

In this new paragraph, the phrase "defence or settlement" has been rendered as "抗辯或和解" and "和解或抗辯" respectively. Please consider whether, for the sake of consistency, the second rendition should be corrected.

As the Subcommittee on Solicitors (Professional Indemnity) (Amendment) Rules 2016 and Solicitors' Practice (Amendment) Rules 2016 will discuss, among other matters, L.N. 173 at its meeting next Tuesday, 13 December 2016, we should be grateful for your early reply in both languages **as soon as possible**.

Yours sincerely,



(Bonny LOO)  
Assistant Legal Adviser

c.c. Department of Justice  
(Attn : Miss Emma WONG, Senior Government Counsel)  
(Fax No. 3918 4613)  
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