



# **PROGRESSIVE INSURANCE BHD** (19002-P)

## FIRE POLICY FOR THE INSURANCE OF GROWING TREES

This policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and PROGRESSIVE INSURANCE BHD (hereinafter called "the Company"). In the event of any precontractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Insurer.

The COMPANY AGREES (subject to the Terms and Conditions herein or endorsed hereon) that if after payment of the premium the Property Insured described in the Schedule or any part of such Property Insured be destroyed or damaged by fire or lightning whether accompanied by fire or not or any of the perils specified in the Schedule at any time during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal of this Policy, the Company will pay or make good to the Insured the value of the Property Insured at the time of the happening of its terms and conditions of this policy. PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

### CONDITIONS

#### CONDITIONS PRECEDENT TO LIABILITY 1.

The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### DUTY OF DISCLOSURE 2.

The Insured has a duty to disclose any matter that the Insured knows to be relevant to the Insurer's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may results in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Insurer immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Insurer any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

#### 3. PREMIUM PAYMENT

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

#### 4. CO-INSURANCE

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given before the occurrence of any loss or damage, all benefits under this policy shall be forfeited.

#### SUM INSURED 5.

The basis of determination of sum insured for this insurance shall be as set out in the Schedule. For this purpose mature trees shall be trees which are more than 3 years since planting (5 years in case of rubber trees) and not more than 25 years since planting (30 years in case of Cocoa and Rubber trees). Trees which are younger shall be regarded as immature. Trees which are older shall not be insured under this Policy.

#### INSURED TREES 6.

The insurance under this policy shall apply only to the trees as specified in the Schedule grown on the estates of the Insured and all other trees are excluded from this insurance and shall not be taken into consideration in the adjustment of any loss payable under this insurance.

#### 7. TREES EXCLUDED FROM INSURANCE

This insurance does not cover trees which at the time of occurrence of the loss:-

- are or have been attacked or damaged by white ants or other insect pests; or are suffering from any fungoid growth or other organic or constitutional diseases; or
- ii)
- have died for any reason except by operation of any of the insured perils during the currency of this Policy; or iii).
- are or have been damaged or destroyed at any time by the use of any weed killers or insecticides or pesticides. iv).

No claim for loss or damage to such trees shall be recoverable hereunder.

#### CONTROL OF UNDERGROWTH 8.

It is warranted that at all times during the currency of this Policy, the Insured shall take all reasonable steps to keep the ground comprising of the estates containing the trees hereby insured well maintained. Controlled forestry growths and/or cover crops are permitted without prejudice to this insurance provided that efficient control of all cover plants be maintained at all times.

#### MAINTENANCE OF FIRE BREAKS 9.

All fire breaks shall be thoroughly cleaned and maintained at all times.

### 10. EXCLUDED PERILS

10.1 This insurance does not cover:-

- a). Loss or damage occasioned by or through or in consequence of :
  - i). the burning of property by order of any public authority;
  - ii). subterranean fire and/or Peat Fire;
  - iii). see page and pollution caused by toxic chemicals or fumes;
- b). Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material;
- c). Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 10.1 (c) combustion shall include any self-sustaining process of nuclear fission; and
- d). Consequential loss or loss of earning of any kind
- 10.2 This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:
  - a). Earthquake, volcanic eruption or other convulsion of nature;
  - b). Subsidence or landslide;
  - c). Flood or inundation unless specifically stated in the Schedule;

For this purpose, Flood shall be defined as the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other unexpected flow or accumulation of water; but excluding loss or damage caused by subsidence or landslip even where caused by flood.

- d). Windstorm unless specifically stated in the Schedule;
- e). Damage by animals (domestic or wild) unless specifically stated in the Schedule;
- f). Damage by mechanically driven vehicles and aircrafts;
- g). War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war;
- h). Mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; and
- i). any act of terrorism

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

j). Riot, Strike and Malicious Damage

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

### 11. EXCLUSION OF FIRE DAMAGE CAUSED BY BURNING WITHIN ESTATE

This insurance does not cover loss or damage to growing trees hereby insured when such loss or damage is caused by or through or in consequence of the burning through human intervention, of undergrowth, pampas or jungle and/or clearing by fire of any of the land forming part of the estates containing the trees insured hereunder. However, if the fire originates outside the estate covered by this Policy, the resulting loss or damage by spread of such fire to the trees insured hereunder will be payable in terms of this insurance.

#### 12. EXCESS

The Insured shall first bear an amount specified in the Schedule on each and every loss caused by any insured peril after adjustments in terms of paragraphs 18 & 19 below and the Company shall only be liable for any amount in excess of the said first loss amount.

#### 13. DEFINITION OF EACH AND EVERY LOSS

The words "each and every loss" shall mean the aggregate of all individual losses arising out of and directly occasioned by a single source of ignition for fire losses and include all losses arising out of the same fire until it is fully extinguished.

In case of windstorm, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operation of the said peril during a period of 72 consecutive hours. The Insured may choose the date and time when any such period of consecutive hours commences and if any peril is of greater duration, the Insured may divide that loss into two or more loss occurrences provided no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured by that peril.

In case of other perils, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operations of the said peril during a period of 24 consecutive hours and in case of flood will continue till ground surface is reasonably clear of water.

#### 14. CLAIMS PROCEDURE

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 days after the loss or damage, or such further time as the company may in writing allow in that behalf, deliver to the Company :-

- a). A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the trees damaged or destroyed, and of the amount of the loss or damage therein respectively, having regard to their value at the time of the loss or damage, not including profit of any kind:
- b). Particulars of all other insurances, if any;
- c). The Insured shall also at all times at his own expense, produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of damage, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

#### 15. INSURER'S RIGHTS

On the happening of any loss or damage to any of the property insured by this Policy, the Company shall have access to any such property and freedom to examine, the same. The Insured shall not deal with or dispose of the damaged property without the agreement of the Company. However, the Insured shall take all reasonable measures to avoid or minimise the loss.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Company shall not by an act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

#### 16. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or in the case of an arbitrator or umpire shall have made their award, all benefits under this Policy shall be forfeited.

#### 17. SUBROGATION

The Insured shall, at the expense of the Company, do, an concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or be required before or after his indemnification by the Company.

#### 18. CONTRIBUTION

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

### 19. DEFINITION OF EXTENT OF LOSS

In the event of a claim being admitted under this Policy, the quantum of loss shall be derived by applying the loss settlement scale appended to this Policy to the trees damaged or destroyed by the event. If the value of trees in the area damaged be more than the value mentioned in the Schedule for that area, the Insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

### 20. TIME LIMITATION

In no case whatsoever shall the Company be liable for any loss or damaged after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

#### 21. CANCELLATION

This insurance may be terminated at any time by the Insured on notice to the Company in which case the Company will retain the customary short period rate for the time the insurance has been in force. However, no refund of premium will be allowed, upon termination by the Insured, where a claim has occurred during the currency of this insurance.

This insurance may also be terminated at the option of the Company by sending 14 days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment.

#### 22. CHANGE OF RISK

If the interest in the property insured passes from the Insured otherwise than by will or operation of law, the Insurance ceases to attach unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

### 23. ARBITRATION

If any difference arises as to the amount of any loss or damage, such difference shall independently of all questions, be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the case may be) by

umpire making the award. And it is expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

The seat of arbitration shall be in Malaysia and the arbitration tribunal shall apply the laws of Malaysia as the proper law of this insurance.

#### 24. NOTICE

Every notice and other communication to the Company required by these Conditions must be written or printed.

### 25. SERVICE TAX CLAUSE

Important Notice:

Please be informed that Service Tax will be implemented by the Government of Malaysia with effect from 1 September 2018 at a rate of six (6) per centum.

Progressive Insurance Bhd reserves the right to collect from you an amount equivalent to the Service Tax payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1<sup>st</sup> September 2018, to collect from you an amount equivalent to the Service Tax payable on the applicable premium calculated from 1 September 2018 on a pro-rated basis.

Your obligation to pay Service Tax shall form part of the Terms and Conditions in your insurance policy.

The laws governing Service Tax are as per the Service Tax Act, 2018 and all Regulations passed by the Government of Malaysia from time to time

#### LOSS SETTLEMENT SCALE (RUBBER)

1.	Trees whose tap roots are broken	100%
2.	Trees which are destroyed by stagnant water	100%
3.	Trees with more than 75% of the bark destroyed up to a height of 10 feet	100%
4.	Trees with more than 50% of bark destroyed up to a height of 10 feet	50%
5.	Trees damaged to a smaller extent	Cost of treatment but not exceeding 25%

NOTE: Where more than 75% of trees in a field or an area in the aggregate are destroyed to an extent requiring replanting, the entire field or area will be treated as a total loss provided the entire field or area is replanted.

#### LOSS SETTLEMENT SCALE (OIL PALM)

1.	Trees whose crown are destroyed	100%
2.	Trees whose fronds are destroyed to the extent of 50% or more	50%
3.	Trees damaged to a smaller extent	Cost of treatment but not exceeding 25%

NOTE: Where more than 75% of trees in a field or an area in the aggregate are destroyed to an extent requiring replanting, the entire field or area will be treated as a total loss provided the entire field or area is replanted.

### LOSS SETTLEMENT SCALE (COCOA)

1.	Trees whose tap roots are broken	100%
2.	Trees which are so affected by floods as to require replanting or rehabilitation	Cost of treatment subject to the imit of 100%
3.	Trees with more than 75% of its trunk or branches scorched or destroyed	100%
4.	Trees with more than 50% of its trunk or branches scorched or destroyed	50%
5.	Trees damaged to a smaller extent	Cost of treatment but not exceeding 25%

NOTE: Where more than 75% of trees in a field or an area in the aggregate are destroyed to an extent requiring replanting, the entire field or area will be treated as a total loss provided the entire filed or area is replanted.

### **DISCLOSURE & POLICY STATEMENT KETERANGAN & KENYATAAN POLISI**

- Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-1. Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-
  - The Customer Care Officer of Progressive Insurance Berhad (19002-P) ("Company") at tel: 603 2118 8000 or fax: 603 2118 8103. At branch level, complaints can be received by the a respective Branch Managers who will direct it to the Customer Care Officer.

Pegawai Khidmat Pelanggan Progressive Insurance Berhad (19002-P) ("Syarikat") di tel: 603 2118 8000 atau faks: 603 2118 8103. Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.

b) The Ombudsman for Financial Services (OFS) at tel: 03-2272 2811 or fax: 03-2272 1577 Any policyholder who is not satisfied with the decision of an insurance company may write to the OFS, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate OFS's reference.

Ombudsman Perkhidmatan Kewangan (OPK) di tel: 03-2272 2811 atau faks: 03-2272 1577 Pemegang polisi yang tidak berpusa hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada OPK dengan butir-butir perlikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada OPK untuk rujukan.

An award of the OFS is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the OFS's decision and pursue an alternative legal recourse instead. There is no fee charged for service of the OFS.

Pihak Syarikat adalah terikat kepada keputusan OPK. Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan OPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan OPK.

The address is / Alamat ialah-

## Ombudsman Perkhidmatan Kewangan Tingkat 14, Blok Utama

Dataran Kewangan Darul Takaful No. 4 Jalan Sultan Sulaiman 50000 Kuala Lumpur

Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515. c) Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-2174 1515. Lanian informasi mastinat dari kindinat di balik kegara waaysa (biwi) di ele. 1-500-63-400 (1500-63-410) (1500-1000-63-410) (1500-

The address is / Alamat ialah:-

Pengarah Laman Informasi Nasihat dan Khidmat (LINK) Tingkat Bawah, Blok C Bank Negara Malaysia Peti Surat 10922 50929 Kuala Lumpur

By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank 2 Negara Malaysia

Bersandarkan Akta Pencegahan Pengubahan Wang Haram & Pencegahan Pembiayaan Keganasan 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undangundang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.

3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.

Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.

CONSENT TO USE OF PERSONAL DATA : Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the Scheeps that is a scheme state of the scheme state of the scheme state of the scheme s pda@progressiveinsurance.com.my

By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above. KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI : Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam

permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat perinsurans dan penyiasatan tuntutan dan persatuan/perbadanan industri) bagi tujuan menyimpan dan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pemadanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara menulis kepada pihak Syarikat di Data Protection Officer, Progressive Insurance Bhd, Level 6,9 dan 10, Menara BGI Plaza Berjaya, 12, Jalan Imbi, 55100 Kuala Lumpur atau menelefon: 603 2118 8000, fax: 603 2118 8103 or email : pda@progressiveinsurance.com.my Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan

dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di-alas.