



STAMP DUTY  
PAID

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

### **PRIVATE CAR POLICY**

#### **IMPORTANT NOTICE**

If you sell your motor vehicle this NOTICE is IMPORTANT and MUST be complied with.

You are hereby warned that under The Road Transport Act 1987, it shall be unlawful for any person to use or permit any other person to use a motor vehicle without a valid Policy/ Certificate of Insurance.

You are further warned that on the sale of motor vehicle you must surrender the Certificate of Insurance and the Policy to us.

If the Certificate of Insurance has been lost or destroyed a Statutory Declaration to that effect must be made. Failure to comply with this obligation is an offence under the Road Transport Act 1987.

This Policy will cease to be valid once the motor vehicle has been sold to another person unless the transfer of interest has been duly notified to and agreed to by Us. If we agree to cover the new owner we will endorse the Policy accordingly and will issue a new Certificate of Insurance in the new owner's name.

All Accidents must be reported to the Police within 24 hours.

It is an offence under the Law of republic of Singapore to enter the country without extending PASSENGER LIABILITY cover to your MOTOR INSURANCE.

## TYPES OF COVER

ANY ONE OF THE FOLLOWING WILL APPLY:-

**COMPREHENSIVE** - Sections A & B of this Policy apply

**THIRD PARTY ONLY** - Only Section B applies

**ALL ENDORSEMENTS, CLAUSES OR WARRANTIES THAT ARE SEPARATELY ATTACHED TO THIS POLICY SHALL ALSO APPLY.**

## OUR AGREEMENT

### **A. Consumer Insurance Contract (Insurance wholly for purposes unrelated to Your trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

### **B. Non-Consumer Insurance Contract (Insurance for purposes related to Your trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answer and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

## SECTION A - LOSS OR DAMAGE TO YOUR VEHICLE

### 1. We will cover You if your Vehicle is damaged or lost in the following circumstances:-

- (a) by accidental collision or overturning,
- (b) by collision or overturning caused by mechanical breakdown,
- (c) by collision or overturning caused by wear and tear,
- (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
- (e) by fire explosion or lightning,
- (f) by burglary, housebreaking or theft but We will not cover loss of or damage to accessories (or any part thereof) and/or loss of or damage to any part(s) of Your Vehicle unless Your Vehicle is stolen at the same time,
- (g) by malicious act,
- (h) When in transit (including its loading and unloading) by:
  - (i) road rail inland waterway
  - (ii) direct sea route across the straits between the island of Penang and the mainland.

### 2. Basis of Settlement

- (a) We will at Our option
  - (i) pay the cost of repairs to Your Vehicle, or
  - (ii) pay in cash the amount of the loss or damage to Your Vehicle, or
  - (iii) reinstate or replace Your Vehicle.
- (b) The maximum amount We will pay is the market value of Your Vehicle at the time of the loss or the sum insured in the Policy whichever is the lower figure.
- (c) If Your Vehicle shall at the time of happening of any loss or damage be insured for a sum lesser than its market value then, You shall be considered as being Your own insurer for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the insured value by 10% or more. However, this clause shall not apply if You adopt Our recommended sum insured based on Our chosen valuation system.
- (d) The market value of Your Vehicle would be determined in the event of a dispute by the Head Office of the Franchise-holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
- (e) In the event no Franchise-holder is available for the make of Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under Financial Services Act 2013 and its subsequent legislation agreed to by both You and Us.
- (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster registered under the Financial Services Act 2013 and its subsequent legislation, will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.
- (g) The maximum amount we will pay for the cost of repairs to Your vehicle shall be the expenses necessarily Incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, You will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:-

Age of Vehicles/Years	Rates of Betterment (No to exceed following %)
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:-

**Age of vehicle base on:**

- New Vehicles** ..... **Date of Registration**
- Local second-hand/used vehicles** ..... **Date of Original Registration**
- Imported second-hand/used vehicles** ..... **Year of Manufacture**
- Imported reconditioned vehicles** ..... **Year of Manufacture**

The application of betterment shall be at Our discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

**3. Transportation of Damaged Vehicle**

We will pay You up to a maximum of RM200.00 as Towing Charges for taking Your Vehicle to either the nearest Repairer or towing the vehicle by returning it to Your address as shown on the Schedule or towing it to a secure place for it to be garaged, provided Your Vehicle has been damaged by circumstances described in this section.

**4. Exceptions to Section A**

**We will NOT pay for**

- (a) consequential losses of any nature.
- (b) the loss of use of Your Vehicle.
- (c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Vehicle except breakage of windscreen, window or sunroof including lamination/tinting film, if any.
- (d) damage to Your Vehicle's tyres unless Your Motor Vehicle is damaged at the same time.
- (e) any loss or damage caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code.
- (f) the Excess stated in the Schedule.
- (g) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

**SECTION B: LIABILITY TO THIRD PARTIES**

**1. We will pay the amount which You or Your authorized driver are legally liable to pay (including claimants' cost and expenses) for :**

- (a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
- (b) damage to property as a result of an accident arising out of the use of Your Vehicle provided Your authorized driver also complies with all the terms and conditions of the policy that You are subject to.

**2. Limits of Liability**

Our total liability under Section B(1)(a) is ) in respect of any one claim or  
 unlimited. ) series of claims arising out of  
 ) one event  
 Our total liability under Section B(1)(b) is )  
 Limited to RM3 million. )

**3. Cover for Legal Representatives**

Following the death of any person covered under this Policy We will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the policy.

**4. Legal Costs**

We will pay legal costs incurred up to a maximum of RM2,000.00 for defence of any charge including the charge of causing death by riding the Motor Vehicle (other than murder) if Our prior written agreement had been secured.

**5. Exception to Section B**

**We will NOT pay for :**

- (a) death or bodily injury to any passenger being carried for hire or reward.
- (b) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your authorized driver.
- (c) damage to property belonging to or in the custody of or held in trust by You and/or Your authorized driver and/or any member of Your and/or Your authorised driver's household.
- (d) Liability to any person who is a member of Your and/or Your authorized driver's household who is a passenger in Your Vehicle unless he/she is required to be carried in or Your Vehicle by reason of or in pursuance of his/her contract of Employment with You and/or Your authorized driver and/or his/her employer.
- (e) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (f) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

**NO - CLAIM - DISCOUNT**

If no claim is made or arises from Your Policy and provided Your Vehicle is insured with Us for a continuous period of 12 months in each of the following instances, You are entitled to a No-Claim-Discount on renewal of Your Policy as follows:-

<b>Period of Insurance</b>	<b>Discount</b>
After the first year of insurance	25%
After the second year of insurance	30%
After the third year of insurance	38.1/3%
After the fourth year of insurance	45%
After five or more years of insurance	55%

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motor Vehicle is described in the Schedule, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each Motor Vehicle.

## AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

1. Your rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau or West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
2. However, in the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
3. In the event that an Own Damage claim has been paid and a Third Party Property Damage claims has also been made, You are Required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid And any consequent costs fees or expenses incurred.

## GEOGRAPHICAL AREA

Malaysia, Republic of Singapore and Negara Brunei Darussalam

## LEGISLATION

Road Transport Act, 1987 (Malaysia) Motor Vehicles (Third Party Risks Compensation) Act (Cap 189) Republic of Singapore Motor Vehicles (Third Party Risks Compensation) Rules 1960 (Republic of Singapore) Motor Vehicles Insurance (Third Party Risks) Act (Cap 90)

Negara Brunei Darussalam (the reference to legislation under the heading "Avoidance of Certain Term and Rights of Recovery" is limited to Section 94, 5 and 96 of the Road Transport Act 1987 (Malaysia) Section 7, 8 and 9 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore and Section 7 of the Motor Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam.)

## LIMITATIONS AS TO USE

As described in the Certificate of Insurance.

## AUTHORISED DRIVER

Authorised Driver shall include You or any other person who is driving on Your order or with Your permission. Provided that person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

## GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE POLICY

**We will NOT pay for any liability under the following circumstances:-**

1. If You or any person with Your consent are not licensed to ride the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a licence to ride Your Vehicle under any required laws, by-laws and regulations.
2. If You or Your authorized driver drives Your Vehicle whilst under the influence of drink or drug to such an extent as to be incapable of having control of Your Vehicle.
3. a) Any loss, damage or liability caused by Your Vehicle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.  
b) Any accident loss damage or liability caused, sustained or incurred whilst Your Vehicle, in respect of which indemnity is provided by this Policy, is being ridden by any person other than an Authorised Rider or a person riding on Your order or with Your permission.
4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If Your Vehicle is used for or is being tested in preparation for any motor sport or competition. This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, Your Vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Vehicle is driven in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Vehicle shall be excluded from the cover granted by this Policy.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam. For liability in Malaysia, the limitation of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.
10. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) Any liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

**If a law or laws are named in a section of the policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.**

## CONDITIONS - THESE APPLY TO THE WHOLE POLICY

### 1. DUTY OF DISCLOSURE

#### **A. Consumer Insurance Contract**

Where You have applied for this Insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

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

#### **B. Non-Consumer Insurance Contract**

Where You have applied for this Insurance wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our 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 result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed

## 2. ACCIDENTS AND CLAIMS PROCEDURES

- (a) We must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Policy:-
- Within seven (7) days if you are not physically disabled or hospitalised following the event.
  - Within thirty (30) days or as soon as practicable if you are physically disabled and hospitalised as a result of the event.
  - Other than i) and ii), a longer notification period may be allowed subject to specific proof by You.
- (b) In the event that Your Vehicle is collided into by a Third Party vehicle, You may refer the claim for cost of repairs to Us. Your NCD entitlement will continue unaffected if We decide that You are not at fault. Such determination of fault shall be at Our entire discretion. Provided always that such Third Party vehicle is insured, identifiable and/or not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire), not a vehicle insured by non-Malaysian insurers and there is no personal injury claim involved.
- (c) All accidents must be reported to the Police as required by the Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to Us immediately. You must also tell Us if You know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Policy, You must without undue delay make a report to the Police and co-operate with Us in securing the conviction of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without Our prior written consent.
- (f) We shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorized to Your Vehicle without Our prior written consent.
- (h) In the event Your vehicle is involved in an accident and gives rise to claim, Your Vehicle must be removed to a PIAM Approved Repairer for repair. Failure to remove Your Vehicle to a PIAM Approved Repairer would be breach of this condition and we shall have the right decline liability under Section A of the Policy.
- (i) In any event giving rise to a claim or series of claims under Section B(1)(b) of this Policy, We may pay to You the full amount of Our liability under Section B(1)(b) and relinquish the conduct of any defence, settlement or proceeding and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission by Us in connection with such defence settlement or proceeding or by Us relinquishing such conduct nor shall We be liable for any cost or expenses how whatsoever incurred by You or any claimant or any person after We have relinquished such conduct.

## 3. CANCELLATION

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You 14 days written notice by registered post to Your last known address.
- (c) You shall within seven days from the date of the cancellation under paragraph (a) or (b) above, surrender the certificate of insurance to Us or, if it has been lost or destroyed or it is not received by You, to provide Us with a statutory declaration to that effect.
- (d) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a refund premium based on Our customary short-period rates calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You as follows:-

<u>Period of Insurance</u>	<u>Refund of Premium %</u>
Not exceeding 1 week	87.5 of the total premium
" " 1 month	75.0 " " "
" " 2 months	62.5 " " "
" " 3 months	50.0 " " "
" " 4 months	37.5 " " "
" " 6 months	25.0 " " "
" " 8 months	12.5 " " "
Exceeding 8 months	No refund of premium allowed

- (e) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by Us of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by You.
- (f) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

## 4. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering Your Vehicle. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss, damage or liability, We shall only pay Our rateable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

## 5. SUBROGATION

We shall be entitled if We so desire to take over conduct at our own expense in Your name the defence or settlement of any claim or to prosecute in your name for our benefit any claim for indemnity or damages or otherwise. We shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

## 6. ARBITRATION CLAUSE

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of Our disclaimer to You.

## 7. OTHER MATTERS

**This Policy will only be operative if:-**

- Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- You have taken all reasonable precautions to maintain Your Vehicle in an efficient roadworthy condition.
- You have taken all reasonable precautions to safeguard Your Vehicle from loss or damage.
- You must grant Us free access at all reasonable times to examine Your Vehicle.

## DEFINITION OF WORDS HIGHLIGHTED IN THE POLICY

1. We/Us/Our refer to the Insurance Company.
2. You/Your/Yourself refer to the Policyholder and/or Insured.
3. Your Vehicle refers to the vehicle, and its accessories, including those described in the Policy Schedule.
4. Accessories refers to the standard tools of a motor vehicle including air conditioners and spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. Repairers refers to a motor repair workshop under PIAM Approved Repairers Scheme.
6. Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
7. Cheating as defined in the Penal Code is as follows:-  
Whoever by deceiving any person, whether or not such deception was the sole or main inducement:-
  - (a) fraudulent or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
  - (b) intentionally induces the person so deceived to do or anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".
8. Criminal breach of trust as defined in the Penal Code is as follows:-  
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".
9. Acts 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.

## THE FOLLOWING ENDORSEMENT, CLAUSE OR WARRANTIES ARE APPLICABLE TO THE POLICY

### ENDORSEMENT 2(F) – COMPULSORY EXCESS

In the event of any claim arising under Section A of this Policy, You are responsible in respect of each and every event for an excess of RM400.00 in addition to the Excess stated in the Schedule if Your Vehicle is being driven by any person, whether Yourself or authorised by You:-

- (a) *who* is under the Age of 21 years
- (b) *who* is the holder of a Provisional Driving Licence (L-Licence)
- (c) *who* is the holder of a Probationary Driving Licence (P-Licence)
- (d) *who* is not named in the Schedule
- (e) named in the Schedule who is less than the age of 21 years and/or the holder of a Provisional Driving Licence (L-Licence) and/or the holder of a Probationary Driving Licence (P-Licence)

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the motor vehicle.

This excess of RM400.00 is not applicable to loss or damage caused by fire, explosion, lightning, burglary, house breaking or theft.

Subject otherwise to the Terms and Conditions of this Policy.

**N.B.** The amount of the Excess mentioned herein is the maximum and shall be held to apply in addition to any other Excess that may be applicable to this Policy. Any amendment to the Excess of RM 400.00 under this Endorsement 2(f) is **not allowed**.

### ENDORSEMENT 30 – REPLACEMENT PART

In the event that spare parts or accessories for the repairs of Your Vehicle are not available in Malaysia, or if We exercise Our option to pay in cash for the loss or damage, then Our liability for such spare parts accessories shall be

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacture's work plus reasonable cost of transport (except air freight)
- (b) reasonable cost fitting such spare parts/ accessories

Subject otherwise to the Terms and Conditions of this Policy.

### ENDORSEMENT 106 – INSURER'S AUTHORISED WORKSHOP

Condition 2(h) of this policy is hereby amended to read as follows:-

In the event Your Vehicle is involved in an accident and gives rise to a claim, your vehicle must be removed to a PIAM Approved Repairers Scheme (PARS) workshop selected and approved by Us for repair. Failure to remove Your Vehicle to an approved workshop would be a breach of this endorsement and We shall have the right to decline liability under Section A of the Policy.

## THE FOLLOWING ENDORSEMENT OR WARRANTIES ARE NOT APPLICABLE UNLESS SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO:

### ENDORSEMENT 1 – EXCESS ALL CLAIMS

You are responsible for the first amount as stated under the heading of Excess in the Schedule, of each every claim payable (including cost and expenses and expenditure incurred by Us in the conduct, defence and settlement of any claim) under Section A and B1 (b) of this Policy in addition to any other excess that may be applicable.

If the expenses incurred by Us includes the amount for which You are responsible, such amount shall be repaid to Us.

Subject otherwise to the Terms and Conditions of this Policy.

### ENDORSEMENT 2 EXCESS DAMAGE CLAIM

You are responsible for the first amount as stated under the heading of Excess in the Schedule, of each and every claim payable under Section A of this Policy in addition to any other excess that may be applicable.

This excess is not applicable to loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft.

Subject otherwise to the Term and Conditions of this Policy.

**ENDORSEMENT 3(p) – THIRD PARTY ONLY**

The cover provided for in this policy is limited to Third Party only i.e. Section B (LIABILITY TO THIRD PARTIES).  
Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled.  
Subject otherwise to the Term and Conditions of this Policy.

**ENDORSEMENT 3(q) – THIRD PARTY FIRE AND THEFT**

The cover provided for in this policy is limited to Third Party Fire and Theft only.  
Section A (LOSS OR DAMAGE TO YOUR VEHICLE) of this policy will cover You if Your Vehicle is damaged or lost by fire, explosion, lightning, burglary, housebreaking or theft and Section B (LIABILITY TO THIRD PARTIES).  
Subject otherwise to the Term and Conditions of this Policy.

**ENDORSEMENT 15 – HIRE PURCHASE**

We have noted and agreed that the party named under the heading of Financial Interest as stated in the (hereinafter referred to as the Owners) are the Owners of Your Vehicle under a Hire Purchase Agreement made between the Owners and You. Any payment for the loss or damage to Your Vehicle (which loss or damage is not made good by repair reinstatement) under Section A of this Policy will be paid to the Owners so long as they are the Owners of Your Vehicle. Their receipt shall be a full and discharge to Us in respect of such loss or damage. His Policy is issued to You as the principal party and not as agent or trustee for the Owners nor as an assignment by You to the Owners of your rights, benefits and claims under this Policy. You shall not assign your rights, benefits and claims under this Policy without prior written consent from Us.  
Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 15(a) – EMPLOYERS' LOAN**

We have noted and agreed that your employers named in the Schedule are interested in any moneys payable to You vide this Policy in shall be payable to the said employers until notice is given to Us that they have no financial interest in Your Vehicle, and their receipt shall be a full and final discharge of Our liability in respect of such loss or damage.  
Except by this Endorsement, nothing herein shall modify or affect Our/Your rights and liability under this Policy.  
Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 25 – STRIKE, RIOT AND CIVIL COMMOTION**

We have noted and agreed that the words "strike, riot and civil commotion: in General Exception 4 this Policy shall not apply to any accident loss damage or liability directly caused by

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- (2) The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to preventing or attempting to prevent any such act or in minimising the consequences of any such act

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with

- (a) war, invasion, the act or foreign enemies, hostilities or warlike operation (whether war be declared or not) civil war
- (b) mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event or any claim hereunder You shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the consequence thereof and in default of such We shall not be liable to make any payment in respect such a claim.  
Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 57 – INCLUSION OF SPECIAL PERILS**

In consideration of the payment of additional premium by You to Us the following peril(s) is/are deemed to be covered under Section A of this Policy:-  
Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.  
Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 72 – LEGAL LIABILITY OF PASSENGERS FOR NEGLIGENT ACTS**

In consideration of the payment of addition premium by You to Us We will pay the amount that any Passenger is legally liable to pay under Section B of this policy providing that the Passenger:-  
(i) is not driving Your Vehicle or in charge of Your Vehicle for the purpose of driving  
(ii) is not entitled to indemnity under any other Policy  
(iii) shall as though he were You observe and fulfill all the terms of this Policy in so far as they apply.

**EXCEPTIONS:****We will not pay for**

- (a) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of the passenger
  - (b) damage to property belonging to or held in trust or in the custody of the Passenger or Your or being carried in Your Vehicle.
- Subject otherwise to the Terms and Conditions of this Policy.

**ENDORSEMENT 89 – BREAKAGE OF GLASS IN WINDSCREEN , WINDOW SUNROOF**

In consideration of the payment of addition premium by You to Us, We will pay the cost of replacing or any glass in the windscreen, window or sunroof including lamination/tinting film, if any, of Your Vehicle following breakage of such glass up to an amount not exceeding as stipulated in the policy schedule.  
Provided no claim is made for any further damage to Your Vehicle, any claim under this endorsement shall not affect Your No Claim Discount and You shall not be liable for any excess stated in the policy.  
This benefit shall automatically be terminated upon replacement of any glass in the windscreen, window or sunroof unless the cover is reinstated by payment of a further additional premium.

You may however, **Subject always to our agreement obtained whether obtained before or after repair**, exercise an option to repair the damaged windscreen, window or sunroof of Your Vehicle. In the event You opt to repair, We will continue to provide this benefit to you during the currency of this period for the amount as stated above:-

- (a) Less any claim paid by Us for the repair; or
- (b) For the reinstated original amount provided You have paid to Us a further premium for reinstatement.

**However, in the event of a dispute on the option or replace, our decision be final.**

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 95 – LEASING ENDORSEMENT**

We have noted and agreed that:-

- 1) the Leasing Company named in the Schedule (hereinafter referred to as the Lessors) are the owners of Your Vehicle which is the subject of a Leasing Agreement made between the Lessors and Yourself of the other part.
- 2) Any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) pursuant to any legal liability in Our part to You under Section A of this Policy shall be made to the Lessors as long as they are owners of Your Vehicle and their receipt shall be a full and final discharge to Us in respect of such loss or damage.
- 3) Regardless of any provision in the Leasing Agreement this Policy is issued to You as the principal party and not as agent or trustee for the Lessors. You cannot assign to the Lessors (whether legal or equitable) Your rights benefits and claims under this Policy.
- 4) Nothing herein shall be construed as creating and vesting any right in the Owner/Lessor to Sue Us in any capacity whatsoever for any breach of Our obligations.

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 97 – VEHICLE ACCESSORIES ENDORSEMENT**

In consideration of the payment of additional premium by You to Us the following accessories are separately insured under Section A:-

<u>Description</u>	<u>Your Estimated Value</u>
--------------------	-----------------------------

Any claim made under this endorsement shall not affect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

<b>N.B.</b> An additional premium of 15% on the value of accessories
--

#### **ENDORSEMENT 97A – GAS CONVERSION KIT AND TANK**

In consideration of the payment of additional premium by You to Us the Gas Conversion Kit and Tank is separately insured under Section A:-

<u>Your Estimated Value</u>
-----------------------------

Any Claim made under this endorsement shall not affect Your No Claim Discount entitlement and You shall not be liable for any specified excess as stated in the Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional premium.

Subject otherwise to the Terms and Conditions of this Policy.

<b>N.B.</b> An additional premium of not less than 4.5% on its value would be chargeable.
---

#### **ENDORSEMENT 100 – EXCLUSION OF LEGAL LIABILITY TO PASSENGERS – (Private car only)**

The cover provided under Section B1(a) of this Policy shall not apply to death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from Your Vehicle (other than a passenger required to be carried in or on Your by reason of his/her contact of employment with You and/or Your authorized driver and/or his/her employer).

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 101 – EXTENSION OF COVER TO THE KINGDOM OF THAILAND (Excluding Third Party Bodily Injury Liability)**

In consideration of the payment of additional premium by You to Us the geographical area of this policy extends to include the Kingdom of Thailand with effect from 12.00 a.m./p.m. on the date stated in the Schedule to midnight (Malaysia Standard Time) on the date stated in the Schedule subject to the limit of liability of RM100,000 under B1(b)\*.

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 102 – EXTENSION OF COVER TO WEST KALIMANTAN, INDONESIA**

In consideration of the payment of additional premium by You to Us the geographical area of this policy extends to include West Kalimantan with effect from 12.00 a.m./p.m. on the date stated in the Schedule to midnight (Malaysia Standard Time) on the date stated in the Schedule subject to the limit of liability of RM50,000 under Section B1(a) and B1(b).

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 105 – LIMIT OF LIABILITY OF THIRD PARTY PROPERTY DAMAGE**

In consideration of the payment of additional premium by you to Us the limit of liability under Section B1(b) is increased to the amount as stated in the Schedule/Endorsement.

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 111 – CURRENT YEAR “NCD” RELIEF (ONLY APPLICABLE TO COMPREHENSIVE PRIVATE CAR POLICY)**

In consideration of additional premium by You to Us, We will pay you in the event Your No Claim Discount is forfeited when a claim is made or arising from the Policy, an amount to Your No Claim Discount entitlement under this Policy of the current period of insurance only.

If the current period of insurance exceeds twelve (12) months, payment under this benefit shall be based on the amount shown in the Schedule.

Upon settlement of any claim under this extension, this benefit shall automatically terminate. This cover ceases automatically.

- (a) upon transfer of the ownership under this policy
- (b) upon withdrawal of No Claim Discount from this Policy

No refund premium shall be allowed upon cessation of the or on mid-term cancellation.

Subject otherwise to the Terms and Conditions of this Policy.

**N.B.** An additional premium of 15% on NCD entitlement on the current period of insurance subject to a minimum premium of RM50.00 is charged for an extension of this cover.

#### **ENDORSEMENT 112 – COMPENSATION FOR ASSESSED REPAIR TIME (CART)**

In consideration of the payment of additional premium by You to Us, We will pay compensation at the rate as stated in the schedule for repair of such Motor Vehicle whichever is lesser following a loss damage covered under Section A of this Policy. No excess shall be applicable for this endorsement. Such compensation shall not be payable in the event the loss or damage is confined only to breakage of any glass in the windscreen, window or sunroof of Your Vehicle.

Provided that:-

- (a) such benefit shall be payable based on the loss adjuster's assessment of the days required for actual repair but exclude any delays howsoever caused whether the claim for loss or damage to Your Vehicle covered under Section A is either lodged with Us or against a Third Party. In any dispute, the assessed repair time determined by Us shall be final.
- (b) the benefit is payable for partial loss (excluding theft and total loss) of the insured vehicle.

You can make more than one claim under this Policy endorsement provided the total number of days in accumulation that You can claim does not exceed the cover purchased.

Any claim under this endorsement shall not affect the No-Claim-Discount.

No refund shall be allowed for cancellation of this endorsement unless the cancellation is effected together with the cancellation of the policy.

Subject otherwise to the Terms and Conditions of this Policy.

#### **ENDORSEMENT 113 – REFERENCE TO MOTOR VEHICLE MARKET VALUATION SYSTEM**

It is agreed that even if anything stated to the contrary in this Policy, clause (d), (e) and (f) under the header 2. Basis of Settlement of Section A of the Policy is deleted and replaced with the following clause (d), (e) and (f) :-

- (d) When a claim is made, the market value of Your Vehicle would be determined by the ISM Automotive Business Intelligence System and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of Your Vehicle at the time of loss.
- (e) If no market value is available from the ISM Automotive Business Intelligent System for Your Vehicle, the market value of the vehicle would be determined by a Loss Adjuster registered under Financial Services Act 2013 agreed to by both You and Us.
- (f) The valuation done by the ISM Automotive Business Intelligence System or Loss Adjuster registered under the Financial Services Act 2013 will be conclusive evidence in respect of the market value of Your Vehicle in any legal proceedings against Us.

Subject otherwise to the Terms of this Policy.

## DISCLOSURE & POLICY STATEMENT KETERANGAN & KENYATAAN POLISI

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-  
*Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-*

- a) 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 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 Financial Mediation Bureau (FMB) 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 FMB, 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 FMB's reference.  
*Biro Pengantaraan Kewangan (BPK) di tel: 03-2272 2811 atau faks: 03-2272 1577  
Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada BPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada BPK untuk rujukan.*

An award of the FMB 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 FMB's decision and pursue an alternative legal recourse instead. There is no fee charged for service of the FMB.  
*Pihak Syarikat adalah terikat kepada keputusan BPK. 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 BPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan BPK.*

The address is / *Alamat ialah:-* **Biro Pengantaraan Kewangan**  
Tingkat 14, Blok Utama  
Dataran Kewangan Darul Takaful  
No. 4 Jalan Sultan Sulaiman  
50000 Kuala Lumpur

- c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.  
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.  
Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.*

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

2. 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 Negara Malaysia.  
*Bersandarkan Akta Pencegahan Pengubahan Wang Haram & Pencegahan Pembiayaan Keganasan 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang 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 keaburan 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.*

4. **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 reinsurers 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 right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at Data Protection Officer, Progressive Insurance Bhd, Level 6,9 and 10, Menara BGI, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone : 603-21188000, fax : 603 21188103 or email : 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 reinsurans 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 pepadanan 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-atas.*