



STAMP DUTY PAID

# PROGRESSIVE INSURANCE BHD (19002-P)

## FOREIGN MAID'S INSURANCE SCHEME POLICY

WHEREAS THE INSURED by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Progressive Insurance Bhd (hereinafter called the "Company") for the Insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the Premium.

Now This Policy Witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Policy"), the Company will indemnify the Insured in the Terms stated in the various Sections of the Policy.

### SECTION 1 - PERSONAL ACCIDENT

The Company will subject to the Terms of this Section pay to the Insured Person or her legal personal representatives Benefits A or B and to the Insured Benefit C if during the Period of Insurance Person named in the Schedule shall sustain bodily injury caused by violent accidental external and visible means resulting directly and independently of any other cause within twelve calendar months in death or permanent disablement or expenses incurred up to the amounts stated on the Schedule.

The payment under Benefit B shall be such percentage specified in the Permanent Disability Scale Below.

#### PERMANENT DISABILITY SCALE

|  |      |
|--|------|
| 1. Total and permanent disablement from attending to or following any occupation or employment .....   | 100% |
| 2. Total and irremediable blindness in both eyes .....   | 100% |
| 3. Total and irremediable blindness in one eye and loss of one hand or one foot .....  | 100% |
| 4. Total and irremediable blindness in one eye .....   | 50%  |
| 5. Loss of both hands or feet or one hand and one foot .....   | 100% |
| 6. Loss of one hand or one foot .....  | 50%  |
| 7. Loss of hearing or speech .....   | 50%  |
| 8. Loss of hearing in one ear .....  | 15%  |
| 9. Loss of arm at shoulder .....   | 75%  |
| 10. Loss of arm below shoulder .....   | 65%  |
| 11. Loss of leg at hip .....   | 75%  |
| 12. Loss of leg below hip .....  | 65%  |
| 13. Loss of thumb (both phalanges) .....   | 25%  |
| 14. Loss of thumb (one phalanx) .....  | 10%  |
| 15. Loss of index finger (three phalanges) .....   | 10%  |
| 16. Loss of index finger (two phalanges) .....   | 8%   |
| 17. Loss of index finger (one phalanx) .....   | 4%   |
| 18. Loss of finger other than thumb or index finger .....  | 5%   |
| 19. Loss of great toe .....  | 5%   |
| 20. Loss of any other toe .....  | 1%   |
| 21. Any permanent partial disablement not specified above other than loss of sense of taste or smell - such percentage to be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the foregoing without regard to the Insured Person's occupation. |      |

#### SPECIAL PROVISIONS TO SECTION 1

- "Loss" of a limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
- The total sum payable for Permanent Disablement shall not exceed the sum insured specified under Section 1 of the Schedule.
- The total sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
- Payment shall only be made under either Benefit A or B and not both.
- The payment of either Benefit A or the maximum of Benefit B shall with effect from the date of accident resulting in such payment discharge the Company from any further claim under this Section except for expenses necessarily incurred under Benefit C arising from the same accident. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the Policy.

#### SPECIAL CONDITIONS TO SECTION 1

- The Insured shall give immediate notice in writing to the Company of any sickness or physical defect or infirmity of the Insured Person of which the Insured has become aware and shall pay any additional premium that may be required by the Company.
- This insurance shall not apply to an Insured Person who has attained the age of 65 years.
- Notice in writing must be given to the Company of any bodily injury which may give rise to a claim under this Section together with full particulars of both the occurrences and the injury immediately in the case of death or within twenty-one days of the occurrence if the injury be non-fatal.

All reports certificates and information required by the Company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe. The Insured Person shall from time to time submit herself to medical examination at the expense of the Company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.

4. For the purpose of this Scheme General Condition 8 (Other Insurances) shall not apply to this Section.
5. This Section is not assignable and payment of any benefit under this Section shall only be made to the Insured Person or her personal representative in respect of Benefit A and B and to the Insured in respect of Benefit C and whose receipt shall be a discharge to the Company.

#### **EXCEPTIONS TO SECTION 1**

1. No payment will be made under this insurance for bodily injury consequent upon
  - (a) any unlawful act of the Insured Person or wilful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self injury.
  - (b) medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this Section.
  - (c) the effect of influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner venereal disease or insanity.
  - (d) pregnancy or childbirth miscarriage or abortion.
  - (e) winter sport rock climbing mountaineering (which requires the use of ropes or guides) pot-holing, sky diving, parachuting, football, rugby, ice hockey, polo, steeplechasing, big game hunting, racing of any kind other than on foot.
  - (f) flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers.
  - (g) riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for social, recreation, sports, exhibition, completion or for any other purpose of any kind whatsoever.
2. The Company will NOT pay for the first RM50.00 for each and every claim under Benefit C.

#### **SECTION 2 - REPATRIATION EXPENSES**

The Company will subject to the terms of this Section Indemnify the Insured for the repatriation expenses (defined below) if during the Period of Insurance the Insured Person shall sustain bodily injury or sickness resulting in death or permanent disablement within twelve calendar months subjects to the sum insured stated in the Schedule.

#### **DEFINITION TO SECTION 2**

The repatriation expenses are deemed to be reasonable charges incurred for

1. the transportation of the Insured Person to her home country following bodily injury or sickness which results in her total permanent disablement.
2. burial or cremation of the Insured Person in the locality where death occurs following bodily injury or sickness and/or transportation of body or ashes to the Insured Person's home country.

#### **EXCEPTION TO SECTION 2**

No payment will be made under this Section if death or permanent disablement of the Insured Person is caused directly or indirectly by the Insured.

#### **SECTION 3 - HOSPITAL AND SURGICAL EXPENSES**

The Company will pay to the Insured the expenses in respect of hospital medical or surgical nursing home and nursing fees and charges necessarily incurred as an in-patient including the cost of all medicines drugs and the use of diagnostic equipment and subsequent outpatient treatment related solely to the hospitalization necessarily incurred by the Insured Person named in the Schedule provided such expenses are incurred in Malaysia.

Provided always that

1. The expenses are incurred in respect of treatment or service undertaken and recommended by a licensed and registered hospital at standard Class 3 rate or Class 2 in the event of non-availability of Class 3 Wards.
2. The expenses resulting from disease or illness declaring itself or accidental bodily injury sustained during the Period of insurance in respect of the Insured Person concerned.
3. Recurrent attacks symptoms of complications arising from the same initial cause shall be considered as one illness disease or bodily injury.
4. The liability of the Company for the period of insurance shall not exceed the Limit of Liability set out in the Schedule.

#### **EXCEPTIONS TO SECTION 3**

The Company will not pay

1. for any expenses incurred within 30 days from the date of inception of this Policy.
2. for any disability, treatment or service incurred as a direct or indirect result of pre-existing conditions for which the Insured Person received medical treatment diagnosis consultation or prescribed drugs preceding the effective date of her coverages unless the Insured Person has been continuously insured by a preceding policy for not less than 12 months.
3. permanent medical appliances cosmetic or beauty treatment of any kind or treatment undertaken as a preventive measure including vaccination or inoculation.
4. medical expenses recoverable under any State Social Insurance Scheme or under the Workmen's Compensation Act or similar Act or Ordinance.

5. any of the expenses incurred resulting from traceable to or accelerated by
  - (a) pregnancy or childbirth miscarriage or abortion.
  - (b) dental treatment or non-surgical eye treatment of any kind unless necessitated by accidental bodily injury.
  - (c) any unlawful act of the insured Person or willful exposure to danger (other than an attempt to save human life) suicide or attempted suicide or intentional self injury.
  - (d) the effect or influence (temporary or otherwise) of alcohol or drug addiction or drugs not prescribed by a Registered Medical Practitioner venereal disease or any congenital defects or insanity or conditions related to functional disorder of the mind, rest care or sanatoria care or communicable disease requiring by law, isolation or quarantine.
  - (e) the Insured Person engaging in winter sports rock climbing mountaineering (which requires the use of ropes or guides) pot-holing, sky-diving, parachuting, hunting or racing or any kind other than on foot and similar occupations of a hazardous nature.
  - (f) flying as a member of an aircrew or in an aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in a properly certified or licensed power-driven aircraft constructed to carry passenger.

#### **SECTION 4 - WEEKLY BENEFITS**

The Company will subject to the terms of this Section compensate the employer for weekly benefits of RM105.00 per week in the event the Insured Person as a result of bodily injury or sickness is hospitalised or recuperates at home as prescribed by the doctor up to a maximum period of one week. The Company's liability under this Section is limited to ten (10) weeks in total.

#### **EXCEPTIONS TO SECTION 4**

No compensation stated in this Section shall be payable for:-

1. any unlawful act of the Insured Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self injury.
2. any period more than ten (10) weeks.
3. the effect or influences (temporary or otherwise) of alcohol or drug addiction or drugs not prescribed by Registered Medical Practitioner, sexually transmitted diseases or treatment which in any way arises from is attributable to or is consequential upon Human Immunodeficiency Virus infection congenital defects or insanity or conditions related to functional disorder in the mind rest care or sanatoria care.
4. treatment arising from pregnancy or childbirth (including diagnostic test for pregnancy) miscarriage or abortion, tests to do with and treatment for sub-fertility contraception including any complications relating thereto.

#### **GENERAL CONDITIONS**

##### **1. DEFINITION**

Period of Insurance shall mean the period specified in the Schedule and during which the Insured Person is in immediate employment of the Insured BUT EXCLUDING the period when the Insured Person returns to her home country. Cover ceases from the time she leaves Malaysia and resumes upon her return to Malaysia.

##### **2. INTERPRETATION**

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

##### **3. OBSERVANCE**

The liability of the Company shall be conditional on the observance by the Insured and the Insured Person of the Terms of this Policy.

##### **4. PRECAUTION**

The Insured and the Insured Person shall take all reasonable precautions to prevent accidents and disease.

##### **5. ALTERATION**

This Policy shall cease to be in force if there be any material alteration in risk unless the Company by endorsement declares the insurance to be continued.

##### **6. CLAIMS PROCEDURE**

On the happening of any accident which may give rise to a claim under this Policy the Insured shall

- (a) give immediate notice in writing to the Company stating the circumstances of the loss damage liability death or injury.
- (b) deliver to the Company as soon as reasonably practicable a claim in writing with such detailed particulars and proofs as may be reasonably required.

##### **7. SUBROGATION**

In the event of a claim the Company shall be entitled to undertake in the name and on behalf of the Insured and/or the Insured Person the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured and/or Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

##### **8. OTHER INSURANCES**

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

## 9. CANCELLATIONS

- (a) The Company may at any time cancel this Policy (except Section 1) by giving seven days' notice in writing to the Insured at his last known address.
- (b) Cover ceases automatically.
  - (i) upon the termination of the employment contract between the Insured and the Insured Person named in the Schedule, OR
  - (ii) from the date of the Immigration Department's Letter of Discharge which shall be deemed to cancel the Policy, OR
  - (iii) upon the return to the Company of the original Letter of Guarantee issued under Section 1, whichever is the EARLIEST.
- (c) If Policy is cancelled within six (6) months from the date of issue, the refund premium is 50% of premium paid, subject to minimum charge of RM100.00.
- (d)
  - (i) No refund premium is payable if Policy is cancelled after six (6) months from date of issue.
  - (ii) No refund premium shall also be payable for any endorsement extension or Policy with a period of insurance of less than 26 months.

## 10. ARBITRATION

All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 11. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy.

## 12. CONDITION PRECEDENT CLAUSE

The validity of this Policy is subject to the condition precedent that:

- a) for the risk insured, the name insured has never had any insurance terminated in the last 12 months due solely or in part to a breach of any Premium Warranty condition; or
- b) if the named insured has declared that it has breached any Premium Warranty condition in respect of a previous policy taken up with another insurer in the last 12 months:
  - i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - ii) a copy of the evidence of premium paid from the previous insurer to this effect is first provided by the named insured to the Company before cover incept

## GENERAL EXCEPTIONS

The Company will not indemnify the Insured and/or the Insured Person against:

- 1. any actions for compensations brought in the Courts of Law of any territory outside Malaysia.
- 2. loss damage injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of
  - (a) war invasion act of foreign enemy hostilities (where war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
  - (b) any act of any person or persons acting on behalf of on in connection with any organisation with activities directed towards the overthrow by forces of any de jure or de facio Government or the influencing of it by terrorism or violence.  
In any claim and in any action suit or other proceedings where the Company alleges that by reason of this Exception any loss is not covered by this Policy the burden of proving that such loss is covered shall be upon the Insured/Insured Person.
- 3. any loss damage injury or liability directly or indirectly caused by arising from or consequence of or contributed to by
  - (a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception combustion shall include self-sustaining process of nuclear fission.
  - (b) nuclear weapons material.
- 4. consequential loss or damage of any kind whatsoever.
- 5. willful act of willful negligence of the Insured/Insured Person or his/her representatives.

#### 6. TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 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.

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**IMPORTANT - We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy. The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.**