



STAMP DUTY
PAID

PROGRESSIVE INSURANCE BHD (19002-P)

MOTORCYCLIST PERSONAL ACCIDENT INSURANCE POLICY

Consumer Insurance Contracts

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.

Non - Consumer Insurance Contracts

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. 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.

Now This Policy Witnesseth that if during the period of insurance the Named Insured and/or its Pillion Rider shall sustain bodily injury caused by violent accidental external and visible means resulting directly and independently of any other cause in Death whilst travelling on the motorcycle name in the Certificate. **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") will pay to the Named Insured and/or its Pillion Rider or nominees or his/her legal personal representatives the Benefits (s) as stated in the schedule of benefits(s) in the policy.

SCHEDULE OF BENEFITS

Part I Death

When injury results in loss of life of the Insured Person within one hundred and eighty (180) days after the date of accident the Company will pay an amount as stated in the Schedule of Policy.

Part II Funeral and/or Repatriation and Cremation Expenses (In the event of Benefit Part I – Death)

Reimbursement up to the Capital Sum Insured specified for funeral and/or Repatriation and Cremation Expenses for each **Insured Person** for the cost incurred in respect of conveyance of the body/remains of the Insured Person from anywhere in his/her place of residence within Malaysia.

Provided that:-

- 1) The Named Insured shall be the owner of the vehicle.
- 2) Such bodily injury arises out of the use of the said vehicle described in the certificate and complying with the relevant provisions, laws and regulations of the Road Transport Act 1987 Malaysia.
- 3) The policy shall cease when the Named Insured cancelled his motorcycle policy.
- 4) If the said vehicle is registered in the name of a firm or organisation, benefits under Authorised Driver and Pillion Rider will apply.
- 5) The payment of Benefits Death shall with effect from the date of the accident resulting in such payment discharge the Company from any further claim under the policy except for expenses incurred under Funeral Reimbursement Benefit arising from the same accident.

EXCLUSIONS

We will not pay compensation for:

1. Accident, death, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any of the following regardless of event contributing concurrently or in any other sequence to the loss :
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
2. **Accident** caused by :
 - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
 - (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
 - (c) 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
 - (d) any act of any person acting on behalf of or in connection with any Organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violenceor looting, sacking or pillage in connection with any of the aforementioned occurrences.

- 3 Accident caused by the **Insured Person** engaging in:
 - (a) any police, armed forces, naval or air force service or operations
4. Accident caused by the **Insured Person** engaging in or practising for:
 - (a) any kind of race (other than on foot or swimming) or trial of speed or reliability
5. **Accident** caused by :
 - (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life)
 - (b) pregnancy or childbirth
 - (c) insanity
 - (d) any pre-existing physical or mental defect or infirmity
 - (e) the **Insured Person** being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction)
 - (f) the **Insured Person** being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **Accident**
 - (g) To loss occasioned while the vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
 - (h) To the driver if such driver does not hold a valid licence to drive the automobile or is not qualified from holding or obtaining such licence under the regulations of the Malaysian or Singapore Road Transport Department.
 - (i) To persons under the age of 16 and over the age of 65.
 - (k) To accident out of geographic limits of Malaysia, Singapore and Brunei.

If we allege that by reason of these General Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon you.

CONDITIONS

This Policy and the Schedule shall be read together 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.

- 1) In the case of bodily injury to which this policy relates :-
 - a) the Insured Person and/or his/her pillion rider shall procure and act upon medical or surgical advice as soon as practicable.
 - b) written notice must be given to the Company within twenty-one (21) days.

Failure to give notice within the time provided in this Policy shall not invalidate the claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
- 2) All certificates information and evidence required by the Company shall be furnished at the expense of the Named Insured and/or his/her passengers or his/her legal personal representative in the form and manner as prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim. The Company shall have the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
- 3) All Claims shall be submitted through the his legal personal representative whose receipt shall fully discharge the Company. Any other indemnities under this Policy which are payable other than to Named Insured shall only be paid directly to the Insured Person or his legal personal representative with the prior approval of the Named Insured or his personal legal representative.
- 4) If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by the Company or by any of its duly authorised agents shall reinstate the policy, but only cover loss resulting from accidental injury thereafter sustained
- 5) The Company shall not be bound to accept or be affected by any notice of any trust charge lien assignment or other dealing with or relating to this Policy.
- 6) The Company or the Named Insured may cancel this Policy by giving seven (7) days' notice in writing under registered letter to the other party at its last known address. If the Company gives such notice the Named Insured shall thereupon become entitled to a proportionate return of premium otherwise the Named Insured shall only be entitled to a return of premium in accordance with the Company's usual short period scale provided that no claim has been lodged against the Company under this Policy.
- 7) All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

If any such difference shall relate to the degree of permanent disablement for the purpose of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.
- 8) Duty of disclosure
 - i. Consumer Insurance Contracts

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.
 - ii. Non-Consumer Insurance Contracts

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.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY

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.

TERRORISM EXCLUSION ENDORSEMENT

This Policy 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 concurrency 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 of or in connection with any organizations or governments(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 way relating to any act of terrorism.

If the Company allege 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.

NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purpose or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If we allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon you.

Subject otherwise to the terms, conditions and exceptions of this Policy.

THE FOLLOWING CLAUSES/ENDORSEMENT/WARRANTIES ARE NOT APPLICABLE TO THIS POLICY UNLESS STATED IN THE POLICY SCHEDULE OR ENDOSED THERE TO

CASH BEFORE COVER WARRANTY

It is fundamental and absolute term of this contract of insurance that the full premium must be paid and received by the insurer before the insurance cover under the Policy, Endorsement or Renewal as the case may be, can commence.

Where the premium payable is received by an authorized agent of the insurer, the payment shall be deemed to be received by the insurer 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 authorized to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this Policy.

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 the 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.

IMPORTANT – 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.

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 ditunjukkan 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.
Pemegang 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 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 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 pemedanan 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.