



STAMP DUTY PAID

# PROGRESSIVE INSURANCE BHD (19002-P)

## MOTORIST 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 driver and/or passengers (s) (hereinafter called the "Insured Person") shall sustain bodily injury resulting solely and independently of any other cause in Death Dismemberment or Medical Expenses as defined under Part I, II and III of the Schedule of Benefits while entering into, driving, riding and alighting from the vehicle. **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") will pay the Named Insured his/her legal personal representatives the sum stated under each part.

### 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 - Dismemberment and Loss of Sight

When injury does not result in loss of life of the Insured Person but result in any of the following losses within one hundred and eighty (180) days after the accident the Company will pay for loss of :-

#### Percentage Of Part 1 Sum Insured

Both Hands or Both Feet or Sight of Both Eyes .....	100% .....
One Hands and One Foot .....	100% .....
Either Hand or Foot and Sight of One Eye .....	100% .....
Either Hand or Foot .....	50% .....
Sight of One Eye .....	50% .....

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference the eyes, means the entire and irrecoverable loss of sight.

The occurrence of any specific loss for which indemnity is payable under this Part shall at once terminate all insurance under this policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss. No indemnity will be paid under any circumstances for more than on of the losses, the highest of which provision is made in this Part.

#### Part III - Medical Expenses

When within fifty two (52) weeks of the accident resulting in the injury, the Insured Person shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expense incurred for such treatment, hospital charges and nurses fees, but not to exceed the aggregate amount as stated in the Schedule of the policy any one accident.

### SPECIAL PROVISIONS

In the event that the actual number of passengers exceeds the number stated in the Schedule of the Policy the Company's Limit of Liability per person under Parts I, II and III will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared.

The limitation shall not apply to the driver.

Passengers aged between 1 to 15 are entitled to 50% of all the benefits provided under Parts I,II and III.

## EXCLUSIONS

### The insurance shall not apply:

- (a) To loss caused directly or indirectly, wholly or partly:-
  - (1) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound)
  - (2) by any other kind of disease.
  - (3) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Policy and performed within the time provided in the Policy)
  - (4) by childbirth or miscarriage
  - (5) while the driver is under the influence of alcohol or narcotics.
  - (6) while the vehicle is used for illegal business pursuit or as an unlicensed common carrier.
- (b) To any bodily injury which shall result in hernia.
- (c) To suicide or any attempt thereof (sane or insane)
- (d) To loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) mutiny, riot, strike, Civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, Quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority., or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. The Insured shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above exceptions, circumstances or caused.
- (e) 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.
- (f) To the driver if such driver does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's license under the regulations of the Malaysian or Singapore Road Transport Department.
- (g) To persons under the age of 1 and over the age of 65.

## 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 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 claims if it shall 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 expenses of the Named Insured 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 Named Insured or 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 representatives.
- 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 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 by each of the parties in writing or in case of disagreement of an Umpire appointed by the Arbitrators in writing before entering upon the reference. The costs of reference and of the Award shall be at the discretion of the Arbitrators or Umpire making the Award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained therein the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
- 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 incepts.

**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 or any endorsement thereto it is agreed that 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 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 dicalaj untuk perkhidmatan BPK.*

The address is / *Alamat ialah:-* **Biro Pengantaraan Kewangan**  
Tingkat 14, Blok Utama  
Dataran Kewangan Darul Takafal  
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 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, faks: 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.*