



STAMP DUTY
PAID

PROGRESSIVE INSURANCE BHD (19002-P)

TRAVEL 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 Insured shall suffer bodily injury as defined under Section A and B of the Schedule resulting solely and directly from an accident caused by violent external and visible means then **PROGRESSIVE INSURANCE BHD** (hereinafter called 'the Insurer') shall pay to the Insured or to this legal personal representative the sum stated under such Section as payable in respect thereof.

PROVIDED THAT

- (a) either of the capital sum insured specified in Sections A and B shall be payable only on delivery of this Policy cancelled and discharged.
- (b) the insurers shall not be liable under more than one of Sections A and B or subsections thereof in respect of injuries arising out of the same occurrence except that as regards Section A if compensation has been paid or is payable for any of Section B in respect of the same occurrence the amount payable will be limited to the sum by which Section A exceeds such Compensation.
- (c) no person may be validly insured at any one time under more than one Policy issued by the Insurers.
- (d) the Insurance shall be inoperative if the Insured is not to the best of his knowledge and belief of sound bodily and mental health and free from physical defect or infirmity at the date of issue of this Policy.

EXCEPTIONS

The Insurers shall not be liable in respect of

1. injury occasioned or contributed to by flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion act of foreign enemies hostilities or warlike operation (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or due to intentional self injury whether criminal or not.
2. injury sustained whilst the Insured is under the influence of intoxicants or is suffering from insanity.
3. injury occasioned by or contributed to by venereal disease childbirth or pregnancy.
4. injury sustained by the Insured whilst engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst travelling as a passenger in any aircraft operating on a scheduled service or a twin or multi-engined chartered aircraft.
5. injury sustained whilst the Insured is engaged in hunting, steeplechasing racing of any kind (other than on foot) football polo motor cycling mountaineering in the course of which it is necessary to use guides or ropes winters sports underwater pastimes water skiing or potholing except and insofar as the Insurers have by endorsement agreed to extend this insurance.
6. death and disablement directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear, fuel or from the combustion of nuclear fuel (solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission) or from nuclear weapons material.
7. death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.

CONDITIONS

The 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. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Insurers.
2. 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.

3. In the case of bodily injury to which this Policy relates (i) the Insured shall procure and act upon medical or surgical advice as soon as practicable (ii) written notice shall be given to the Insurers as soon as possible but in any event within twenty-one days of such bodily injury.
4. The Insured shall give immediate notice to the Insurers of any injury disease physical defect or infirmity by which he has become affected or of which he has become cognisant.
5. All certificates information and evidence required by the Insurers shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Insurers may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Insurers at their own expense in respect of any alleged bodily injury. In case of death reasonable notice shall be given to the Insurers before interment or cremation and the Insurers may require or be represented at a post mortem examination on the body of the Insured. Immediate notice stating time and place shall be given to the Insurers of any inquest appointed. Time is the essence of this Condition.
6. Any receipt or discharge which the Insured or his legal personal representative may grant to the Insurers for any capital sum insured or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Insurers in respect of any and every injury or contingency (including death) resulting to the Insured in consequence of the accident whether resulting before or after the date of such receipt or discharge.
7. The Insurers shall be entitled to treat the Insured as the absolute owner of the Policy and shall be bound to recognise any equitable or other claim to or interest in the Policy.
8. 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 Insurers. The costs of and connected with the arbitration shall be in discretion of the Arbitrator Arbitrators or Umpire. If the Insurer 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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.

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

NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy 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 Policy 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.

SANCTION LIMITATION AND EXCLUSION (LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurers shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment if such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

THE FOLLOWING CLAUSES / ENDORSEMENTS / WARRANTIES ARE NOT APPLICABLE TO THIS POLICY UNLESS STATED IN THE POLICY SCHEDULE OR ENDORSED 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, conditions and exceptions 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 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 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 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.*