



PROGRESSIVE INSURANCE BHD

Registration No.: 197401001891 (19002-P)

CONTRACT GUARANTEE PROPOSAL FORM

AGENCY NO:

RANGKAIAN CAWANGAN / BRANCH NETWORK			
HEAD OFFICE	6 th , 9 th & 10 Floor, Menara Cosway, Plaza Berjaya, No. 12, Jalan Imbi, 55100 Kuala Lumpur, P.O. Box 10028, 50700 Kuala Lumpur.	Tel: +603-2118 8000	Fax: +603-2118 8098
KOTA KINABALU	Ground & 7 th Floor, Wisma Perkasa, Jalan Gaya, P.O. Box 13936, 88845, Kota Kinabalu, Sabah.	Tel: +6088-244 216	Fax: +6088-218 004
KUCHING	Sublot 11 & 12, Lots 9966 & 9967, First Floor, Premium 101, Jalan Tun Jugah, 93350 Kuching, P.O. Box 2749, 93754 Kuching, Sarawak.	Tel: +6082-25 1788	Fax: +6082-423 960
SANDAKAN	1 st Floor, Lot 1, Block 3, Bandar Indah, Mile 4, North Road, 90000 Sandakan, Sabah	Tel: +6089-238 810	Fax: +6089-237 709
JOHOR BAHRU	No. 17-01, Jalan Kebun Teh 1, Pusat Perdagangan Kebun Teh, 80250 Johor Bahru, Johor.	Tel: +607-227 0991/2	Fax: +607-227 0996
BUTTERWORTH	2755, Ground & 1 st Floor, Jalan Chain Ferry, Taman Inderawasih, 13600 Prai, Seberang Prai Tengah, Penang.	Tel: +604-397 7128	Fax: +604-397 7126
MELAKA	13-A, Jalan Melaka Raya 24, Taman Melaka Raya, 75000 Melaka.	Tel: +606-288 3831	Fax: +606-288 3832
ALOR SETAR	No. 223, Tingkat Dua, Jalan Gangsa, Taman Perindustrian Ringan Kristal, 05150 Alor Setar.	Tel: +604-7339846	Fax: +604-7339691

NOTIS PENTING / IMPORTANT NOTICE

KENYATAAN MENURUT SEKSYEN 149(4) AKTA INSURANS, 1996. Anda perlu memberitahu di dalam borang cadangan ini, secara penuh dan jujur, segala fakta-fakta yang anda tahu atau patut tahu, jika tidak polisi yang dikeluarkan lanjutan darinya boleh menjadi tidak sah.

STATEMENT PURSUANT TO SECTION 149(4) OF THE INSURANCE ACT, 1996. You are to disclose in this proposal form, fully and faithfully all the facts which you know or ought to know, otherwise the policy issued hereunder may be void.

WARANTI PREMIUM

Perhatian anda dibawa kepada waranti premium 60 hari berkenaan dengan polisi ini. Syarat penting dan mutlak khusus bagi kontrak insurans ialah bahawa premium kena dibayar mestilah dibayar dan diterima oleh penanggung insurans dalam masa enam puluh (60) hari dari tarikh permulaan polisi / pengendorsan / sijil pembaharuan.

Jika syarat ini tidak dipatuhi maka kontrak ini dibatalkan secara automatik dan penanggung insurans adalah berhak terhadap premium prorata dalam tempoh mereka menanggung risiko.

PREMIUM WARRANTY

Your attention is drawn to the 60 days premium warranty attached to the policy. It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Insurer 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 Insurer shall be entitled to the pro-rata premium for the period they have been on risk.

Manfaat-manfaat yang dibayar di bawah produk yang layak adalah dilindungi oleh PIDM sehingga had perlindungan. Sila rujuk Brosur Sistem Perlindungan Manfaat Takaful dan Insurans PIDM atau hubungi Progressive Insurance Bhd atau PIDM (layari www.pidm.gov.my)

The benefit(s) payable under eligible product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Progressive Insurance Bhd or PIDM (visit www.pidm.gov.my)

BORANG INI TELAH DITERJEMAHKAN DARI BAHASA INGGERIS. JIKA TERDAPAT SEBARANG KERAGUAN ATAU KONFLIK DI ANTARA BAHASA INGGERIS DAN VERSI YANG DITERJEMAHKAN, VERSI BAHASA INGGERIS AKAN DIGUNAKAN UNTUK MENYELESAIKAN KERAGUAN TERSEBUT. IN THE EVENT OF DOUBT OR CONFLICT BETWEEN THE ENGLISH AND THE TRANSLATED VERSIONS OF THIS PROPOSAL FORM AND DECLARATION, THE ENGLISH VERSION SHALL PREVAIL.

Note: Please attach a sheet of paper to give information wherever space provided is insufficient.

1. Full Name of Applicant Contractor: _____ Registered Address: _____ Business Address: _____ Telephone No. (office/residence/handphone): _____	
2. Business Registration Certificate No/Company No:Where and when registered: _____	
3. Principal Office and branches: _____	
4. Nature of constitution (State whether Public Limited Co., Private Limited Co., Partnership or Sole proprietorship): _____	
5. If Limited Co., state: _____ Authorised Capital: _____ Issued Capital: _____ Paid up Capital: _____	
List Major shareholders holding more than 10% of issued capital:	
	Name & Address
	% holding
(a)	
(b)	
(c)	

6. If Limited Co., advise which officers are authorised and required to sign guarantee in accordance with Co.'s Memorandum & Articles of Association.

7. Please give details of all Partners or Directors as follows:

	Name & Address	Age	I.C. No	Occupation	% share in Co.
i					
ii					
iii					

8. Are any of the directors, partners, owners, senior executives of applicant connected now or were connected before with any construction company?
If so, give details:

Name of person	Position in applicant's firm	Name and address of the other contractor	Nature of connection with that company	Status of the other contractor at present

9. Is the applicant company connected with any other contractor as parent-subsiidiary, associate company, close business partner, etc?
If so, please give details:

Name and address of the other contractor	Their area of activity	Their annual turnover	Nature of relationship

10. How long has applicant been in this business?

11. Is applicant surety for any other person? If so, please give full particulars.

12. Has applicant ever been declared bankrupt or has any winding - up petition or order been made against the applicant or made a composition or arrangement with its creditors or at any time been unable to pay any of its debts when due? If so, give particulars.

13. Has applicant ever defaulted in any contract? If so, give particulars.

14. Amounts of debentures, mortgages, bank overdrafts outstanding in name of company and in case of firm or proprietorship in name of owner, partners and spouses.

15. Details of freehold or leasehold property in name of company or owner or partners and spouses/nominees and details of outstanding charges on those properties.

16. Equipments owned by applicant:					
Description	Purchase Date	Purchase Price	Present Value	Hire Purchase or other finance or other encumbrances	
17. What are the other assets or liabilities of the applicant? _____					
18. Please specify which of the above mentioned assets are offered as collateral in support of the bond being requested, if any. _____					
19. Particulars of Company's bankers:					
Name of bank	Branch	Account No.	When opened	Overdraft or other facilities enjoyed and amount of facility (RM)	
20. What is the present bank balance? Please attach true copies of your bank statement for the latest 3 months. _____					
21. Operating results during latest 3 years:					
Year	No. of contracts performed	Annual Turnover	Operating Profit	No. and total value of contracts now on hand	
22. Experience of the applicant in performance of contracts similar to the present one:					
Name of contract		Date completed	Contract value	Any outstanding problems or disputes?	
23. Complete list of works completed since commencement of business or during preceding 5 years?					
Principal	Location and nature of contract	Date commenced	Date completed	Contract value	Any problems?

24. Complete list of contracts now on hand and not yet completed:

Principal	Location and nature of contract	Date commenced	Expected completion date	Contract value	Extent of work completed
Whether work is progressing as scheduled?		Any problems relating to the contract		Guarantees or Bonds outstanding Amount Guarantor	

Please enclose certified statements showing latest status of work on each project.

25. Jobs tendered for at present:

Principal	Location and nature of contract	Contract value	Amount of bid	Guarantees Amount Guarantor	

26. Is Applicant approved as a Government Contractor?
If so, which category? Since when?

In respect of present contract for which guaranty is requested:

27. Name and address of Principal:

28. Financial position of the Principal:

29. Will the Principal finance this project from:

- (a) Own resources
- (b) Bank advances already committed
- (c) External finance expected to be arranged
- (d) Sale of the property to buyers after completion of construction
- (e) Any other means

Please give as much details as possible.

30. Nature and value of Bond requested and what percentage of contract value it represents:

31. Are any liquidated damages/penalties provided for in the event of default or delay in completion?
If so, please give details.

32. Does the contract contain any force majeure clause relieving the contractor of responsibility for delays or defaults caused by natural calamities or political risks? If so, please attach an extract.

33. Does the performance of this contract require purchase of substantial new equipment? If so, please give particulars, value and show it will be financed.

34. Described the precise nature of this contract.

35. Does the contractor undertake any obligations or liabilities other than those directly relating to the execution of the contract work? For example,

- a) Responsibility to clear the site of squatters or other obstructions
- b) Responsibility to obtain Government sanctions or approvals
- c) Responsibility to find finance for the project
- d) Responsibility to find tenants or purchasers.

If so, please give details.

36. What is the place and site of work? Will contractor have full control of site and unrestricted access to it?

37. Relevant dates:

Date of invitation to tender:
 Last date for receipt of tender:
 Date of commencement of work:
 Date of completion of work:
 Date of final termination of responsibility of contractor:

38. What is the contract price?
 Is it negotiated price, open tender or sealed tender?

Highest tender?
 Lowest tender?
 Second Lowest tender?
 Your tender?

39. Is a price variation and/or contingency sum clause included in the contract?
 If so, please attach an extract.

40. Payment schedule for the contract.
 Please give details.

41. Percentage of retention money.

42. What proportion of this contract will be sub-contracted out?
 Please give details.

Nature of work	Value	Name and address of Sub-contractor	Nature of security given by sub-contractor for due performance	Targetted Completion Date

43. Are any of the sub-contractors nominated by the Principal? If so, will the applicant be held responsible for default by such sub-contractor? If so, does the main contract provide the liberty to replace the sub-contractor?

44. What is the standing and performance record of the sub-contractor? Will the sub-contractor provide a bond or surety to guaranty his performance?

45. Details of Finance arrangements made by applicant to perform the contract:

46. Details of insurances arranged for this contract:

<u>Class</u>	<u>Sum Insured</u>	
Fire		Estimated Wages:
CAR		
W.C. / E.L.	Per accident:	
T.P.L.	Per annum:	

47. Please give list of your major suppliers of material for the performance of this contract:

Material	Suppliers and address	Estimated Value	Credit terms agreed

48. Has the applicant ever approached any insurer or bank for this or any other bond? If so, please give details.

Nature of Bond	Nature and particulars of contract	Name of bank or insurer approached	If declined, reason for declination. If agreed,		
			Value of Bond	Period of Validity	Nature of security provided

49. Please give particulars of collateral offered as security for this Bond.
(other than for Question 18 above)

50. Please give particulars of persons or companies who will act as third party guarantors:

Name	Address	Business / Profession	Background and relationship to applicant	I/C / Company No.

51. Any other information which applicant considers material to this proposal.

PEMBAYARAN BALIK PREMIUM / REFUND OF PREMIUMS

Jika sekiranya terdapat sebarang pembayaran balik premium kepada Pemegang Polisi ini, pihak Syarikat akan membayar balik bayaran tersebut melalui cara E-Bayaran ke salah satu akaun berikut:
In the event of any refund due on this policy, we will arrange remittance of the refund to the policy holder through E-Payment channel into one of the accounts below:

CARA PEMBAYARAN BALIK / PAYMENT METHOD

(a)	Nama Pihak Diinsuranskan / <i>Name of Insured Party</i> :	
(b)	Alamat E-Mail / <i>E-Mail Address</i> :	
(c)	No. K/P / No. Pasport / K/P Askar atau Polis / No. Pendaftaran Syarikat : <i>NRIC No. / Passport No. / Army or Police ID / Business Regn. No.</i>	
(d)	No. Akaun Simpanan : <i>Saving Account No.</i>	
(e)	No. Akaun Semasa : <i>Current Account No.</i>	
		Nama Bank / <i>Name of Bank</i> : Cawangan Bank / <i>Branch of Bank</i> :

PENGAJUAN DARI PENCADANG / DECLARATION BY PROPOSER

Saya/Kami mengakui dan mengesahkan bahawa sepanjang pengetahuan saya/kami kenyataan yang tercatat dalam borang ini adalah benar dan betul. Saya/ Kami setuju bahawa cadangan serta akuan yang dibuat ini akan menjadi asas kepada perjanjian di antara saya/kami dengan pihak Progressive Insurance Bhd.

I/We declare that the above answers are true to the best of my/our knowledge and belief and that I/we have disclosed all particulars affecting the assessment of the risk. I/We agree that this proposal and declaration shall be the basis of the contract between me/us and Progressive Insurance Bhd.

Tarikh / Date

No. Kad Pengenalan / NRIC No.

Tandatangan Pemohon / Cop Syarikat
Signature / Company Stamp

PENGAJUAN DARI EJEN/PEGAWAI / DECLARATION BY AGENT/OFFICERS

Saya yang bertandatangan dibawah telah melihat sendiri Kad Pengenalan yang asal dan mengenai pasti diri pemohon melalui Kad Pengenalan atau lain-lain dokumen seperti _____

I have sighted the original NRIC and verified the identity of the proposer through the use of NRIC or other documents such as _____

Nama dan tandatangan Ejen / Pegawai
Name and signature of Agent / Officer

No. Kad Pengenalan / NRIC No.

Perhatian / Note :

Satu salinan Kad Pengenalan mestilah diperolih dari pemohon jika premium melebihi RM50,000.00 untuk polisi insurans perseorangan sahaja. /
A copy of the NRIC must be obtained from the proposer, for individual insurance policies only, where the premium is more than RM50,000.00.

CARA PEMBAYARAN / MODE OF PAYMENT

Bayaran tunai / payment by cash RM _____

Bayaran cek dibayar kepada / Payment by cheque made payable to : **Progressive Insurance Bhd** No. Cek / Cheque No. _____ RM _____

Saya dengan ini membenarkan Progressive Insurance Bhd mengenakan caj premium berikut akaun VISA / MasterCard saya: RM _____
I hereby authorise Progressive Insurance Bhd to charge to my VISA / MasterCard account my premium of:

No. Kad Kredit / Credit Card No.

Bank Pengeluar / Issuing Bank

Tarikh luput kad / Card expiry date

Tandatangan Pemegang Kad / Cardholder's Signature

Tarikh / Date

KETERANGAN & KENYATAAN POLISI / DISCLOSURE & POLICY STATEMENT

- Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-
Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-
 - Pegawai Khidmat Pelanggan Progressive Insurance Bhd (19002-P) ("Syarikat") di Tel: 1-800-888-458 atau Faks: 603 2118 8103.
Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.
The Customer Care Officer of Progressive Insurance Bhd (19002-P) ("Company") at Tel: 1-800-888-458 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.
 - Perkhidmatan Ombudsman Pasaran Kewangan (FMOS) 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 FMOS dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada FMOS untuk rujukan.
Financial Market Ombudsman Services (FMOS) 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 FMOS, 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 FMOS's reference.

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

Alamat ialah / *The address is:-* **Financial Markets Ombudsman Service / Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)**
Tingkat 14, Blok Utama
Menara Takaful Malaysia
No. 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur
 - Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di Tel: 1-300-88-5465 atau Faks: 03-2174 1515.
Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.
Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at Tel: 1-300-88-5465 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.

Alamat ialah / *The address is:-* Pengarah
Bank Negara Malaysia,
Laman Informasi Nasihat dan Khidmat (BNMLINK)
Tingkat 4, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur
URL: bnm.gov.my/BNMLINK
- 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.
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.
- Boleh dikatakan di mana terdapat konflik atau kekaburan 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.
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.
- 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 Cosway, Plaza Berjaya, 12, Jalan Imbi, 55100 Kuala Lumpur atau menelefon: 1-800-888-458, Fax: 603 2118 8103 or Email : customer-care@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.

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 Cosway, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone : 1-800-888-458, Fax : 603 21188103 or Email : customer-care@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.