STAMP DUTY
PAID

PROGRESSIVE INSURANCE BHD
Registration No.: 197401001891 (19002-P)

EQUIPMENT ALL RISKS POLICY (MOBILE)

The benefits(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)

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, 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 the Insured and the Company.

For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

WHEREAS the Insured named in the Schedule hereto has made or caused to be made to **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") a written proposal dated as stated in the Schedule hereto (warranting the truth and completeness of the Statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay to the Company the premium herein stated for the insurance of the risks hereinafter specified during the period as stated in the Schedule hereto or during any period for which the Company may accept payment for the renewal of this Policy.

NOW THIS POLICY WITNESSETH THAT IN CONSIDERATION of the Insured paying to the Company the First Premium, the Company agrees that subject to the terms exceptions limits and conditions contained herein or endorsed hereon to indemnify the Insured in respect of any claim for physical loss or damage to the equipment insured arising from or caused directly by accidental collision or collision or overturning consequent upon wear and tear, fire, external explosion, self-ignition, lightning and theft anywhere within the Territorial Limits as stated in the Schedule.

EXCEPTIONS

This Policy does not cover:

1. loss or damage directly or indirectly occasioned by or through or in consequence of:
   (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 of 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 violence.

   or looting, sacking or pillage in connection with any of the aforementioned occurrences.

2. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
   (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.

3. loss or destruction or damage directly or indirectly caused by or contributed to by or arising from acts of terrorism.
   For the purpose of this Exception, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat hereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s),committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

   In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

4. loss of or damage to deeds bonds bills of exchange promissory notes cheques money or securities for money coins medals stamps stamp collections jewelry watches furs precious metals precious stones or articles composed of any of the documents of title to property contracts or other documents business books computer systems records manuscripts curios sculptures rare books plans patterns mouldsmodels or designs unless specially mentioned as insured in the Schedule.
5. loss or damage to aircraft or watercraft and vehicle licensed for highway use.
6. loss or damage to electrical devices, apparatus or machinery of any kind, including wiring caused by electrical currents artificially generated unless fire ensues and then only for Company's proportion of loss caused by such ensuring fire.
7. loss or damage to the property insured caused by or resulting from wear and tear, gradual deterioration, latent defect, mechanical breakdown, dampness of the atmosphere or freezing unless such damage is the result of other loss covered by this Policy.
8. infidelity of the Insured's employees or persons to whom the insured property is entrusted.
9. loss or damage caused by seizure or destruction under quarantine or customs regulations or by risks of contraband or illegal transportation or trade.
10. loss or damage to tyres or tubes due and confined to blowout, bruises, cuts or other cause inherent in the use of the equipment unless such damage is the result of other loss covered by this Policy.
11. loss or damage occasioned by the weight of a load exceeding the registered lifting or supporting capacity of any machine.
12. loss or damage to the property caused by or resulting from riot, strike and malicious damage.
13. loss or damage to parts and/or accessories unless the same are lost or stolen with the insured vehicle.
14. loss or damage incurred during transit by road, rail or air including loading and unloading.
15. loss or damage to the canopy unless such loss or damage is caused by the insured property overturning.
16. loss caused by voluntary parting with title or possession of any property by the Insured or others to whom the property may be entrusted if induced to do so by a fraudulent scheme, trick, device or false pretence.
17. loss or damage directly or indirectly caused by flood.
18. loss or damage directly or indirectly caused by Subsidence and Landslip

CONDITIONS

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

1。 DUTY OF DISCLOSURE

i. <u>For Consumer Insurance Contracts</u>

Where the Insured has applied for this Insurance wholly for purposes unrelated to the Insured’s trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the question fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured’s contract of insurance, refusal or reduction of the Insured’s claim(s), change of terms or termination of the Insured’s contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

The Insured is also required to disclose any other matter that the Insured knows to be relevant to the Company’s decision in accepting the risks and determining the rates and terms to be applied.

The Insured also has a duty to tell the Company immediately if at any time after the Insured’s contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

ii. <u>For Non-Consumer Insurance Contracts</u>

Where the Insured has applied for this Insurance wholly for purposes related to the Insured’s trade, business or profession, the Insured had a duty to disclose any matter that the Insured knows to be relevant to the Company’s 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 the Insured’s contract of insurance, refusal or reduction of the Insured’s claim(s), change of terms or termination of the Insured’s contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured’s contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

2. LOSS NOTIFICATION

Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy the Insured shall :

(a) give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Property

(b) give notice of such event to the Company in writing and within seven days after that deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty days after the event.

3. **COMPANY'S RIGHTS**
In the event of a claim being made against the Company under this Policy :
(a) the Insured shall satisfy the Company by such evidence as it may reasonably require that the loss or damage claimed for has actually arisen from one of causes insured against
(b) the Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the Property lost and the Insured shall give all reasonable assistance for that purpose
(c) the Company shall be entitled to any Property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances on such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.

4. **INDEMNITY OPTIONS**
The Company may reinstate, repair or replace the property lost or damaged as the case may be instead of paying the amount of the lossor damage, and may join with any other insurers in so doing in cases where the Property is also insured elsewhere. Upon payment of any claim for loss under this Policy the Property in respect of which payment is made shall belong to the Company.

5. **CONTRIBUTION**
If at the time of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the Property the liability of the Company under the Policy shall be limited to its rateable proportion of such loss or damage.

If any such other insurance is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss or damage the liability of the Company under the Policy shall be limited to such proportion of the loss or damage as the Sum Insured bears to the value of the affected Property.

6. **FRAUD**
If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support of it no claim shall be recoverable under this Policy.

7. **MISDESCRIPTION AND NON-DISCLOSURE**
If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk is incorrectly stated in or omitted from it or if this insurance or any renewal of it shall have been obtained through any mis-statement, misrepresentation or suppression, thenin any of these cases, this Policy shall be void.

8. **AVERAGE**
If the property insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Every item, if more than one of the Policy shall be separately subject to this Condition.

9. **CANCELLATION**
The Company may cancel this Policy by sending fourteen (14) days notice by registered letter to the Insured at his last known address andin such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

The Policy may be cancelled at any time by the Insured by giving fourteen (14) days' notice to the Company and provided no claim has arisen during the then current Period of Insurance the Insured shall be entitled to a return of premium subject to the Company's short period rates for the period the Policy has been in force.

10. **ARBITRATION**
If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions on arbitration for the time being in force.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Unless any such action or suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

11. **COMMENCEMENT OF ARBITRATION OR COURT ACTION**
If the Company shall offer an amount in settlement or disclaim liability for any claim under this Policy and such claim shall not within twelve calendar months from the date of such offer or disclaimer have been referred to arbitration under the provision contained in the Policy or where liability is in dispute, been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not then be recoverable under this Policy.

12. **DUE OBSERVANCE**
The due observance and fulfilment of the terms and conditions of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

13. **EXCESS CLAUSE**
This Policy does not cover the amount of excess as stated in the Schedule in respect of each and every loss after the application of all other terms, exceptions and conditions of the policy including any condition of average.

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
   i) if the named insured has declared that is has breached any Premium Warranty condition in respect of a previous policy taken up with another insurer in the last 12 months;
   ii) 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

   iii) 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.

CRIMINAL BREACH OF TRUST (CBT) CLAUSE

The Company shall not be liable for any loss or damage caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person within the meaning of the definition of the offence of CBT set out in the Penal Code.

Criminal Breach of Trust (CBT) is defined in the Penal Code as "whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes or that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "Criminal Breach of Trust".

CYBER CLARIFICATION CLAUSE

The Policy specifically excludes losses of any kind directly or indirectly caused by, arising from or consisting of, in whole or in part:

(a) The use or misuse of the Internet or similar facility
(b) Any electronic transmission of data or other information
(c) Any computer virus, worm, logic bomb, Trojan horse or similar problem
(d) The use or misuse of any Internet address, Website or similar facility
(e) Any data or other information posted on a Website or similar facility
(f) Any loss of data or damage to any computer system, including but not limited to hardware or software
(g The functioning or malfunctioning of the Internet or similar facility or of any Internet address, website or similar facility
(h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

DECEPTION (CHEATING) CLAUSE

The Company shall not be liable for any loss or damage caused by or attributed to the act of Deception (Cheating) by any person within the meaning of the definition of the offence of Deception (Cheating) as set out in the Penal Code.

Deception (Cheating) as defined in the Penal Code is as follows:-

"Whoever, by deceiving any person, fraudulently or dishonestly induces, the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind reputation or property, is said to 'cheat' ".

ELECTRONIC DATE RECOGNITION CLAUSE

A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
   (i) correctly recognize any date as its true calendar date
   (ii) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date and/or
   (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly processsuch data on or after any date

B. It is further understood that the Company will not pay for the repair modification of any part of any electronic data processing system or any part of any device and/or software as listed in A above.

PAYMENT ON ACCOUNT CLAUSE

The Company agrees that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if so desired.

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

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium on 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 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, Exclusions and Conditions of the Policy.

PROPERTY DAMAGE CLARIFICATION CLAUSE
Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

The Policy shall not be liable for:

A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

TAX CLAUSE
Please be informed that you are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) by the Malaysia tax authorities in relation to this Policy.

THE FOLLOWING CLAUSES /ENDORSEMENTS/ WARRANTIES ARE NOT APPLICABLE UNLESS SPECIAFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO

COINSURANCE AND LEADER CLAUSE
Any reference to the "Company" shall be deemed to mean the Companies as stated in the schedule each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the schedule the Insured shall sustain loss or damage in the circumstances provided for by this Policy indemnify the Insured in the manner herein described.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Policy/Endorsement/ Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

FLOOD ENDORSEMENT
The Policy extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause .

Excess Clause
The Company shall not be liable for:
(a) 10% of the Sum Insured or
(b) the first RM 5,000.00
whichever is the higher for each and every loss.

Note: Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains but excluding loss or damage caused by subsidence and landslip.

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

HIRE PURCHASE ENDORSEMENT
The Company have noted and agreed that the Hire Purchase or Finance Company named in the Schedule (hereafter referred to as the Owners) are the Owners of the Vehicle under a Hire Purchase Agreement made between the Owners and the Insured. Any payment for the loss or damage to the Vehicle (which loss or damage is not made good by repair reinstatement or replacement) under this Policy will be paid to the Owners so long as they are the Owners of the Vehicle. Their receipt shall be a full discharge to the Company in respect of such loss or damage. This Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners nor as an assignment by the Insured to the Owners of his rights, benefits and claims under this Policy. The Insured shall not assign his rights benefits and claims under this Policy without prior written consent from the Company.

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

LEASING ENDORSEMENT
It is hereby declared and agreed that the Company specified in the Schedule (hereinafter referred to as the Lessors) are the owner of the Property issued by this Policy or such items as specified in the Schedule and that such property is the subject of a Leasing Agreement made between the Lessors of the one party and the Insured of the other part.

It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Lessors as long as they are the owners of the Property and their receipt shall be full and final discharge to the Insurers in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the Insured, an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights, benefits and claims under this Policy, nothing herein shall be construed as creating any right in the Lessor to sue the Insurers in any capacity whatsoever for any alleged breach of its obligations hereunder.

Non-Cancellation Clause
And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Lessor in writing giving fourteen (14) days notice to the last known address of the Lessor.

MORTGAGEE CLAUSE
Loss, if any, payable to the Mortgagee (Chargee) as stated in the Schedule, as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder.

Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same.

Provided also that the Mortgagee (Chargee) shall notify the Company of nay non-occupancy or any changes of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

Non-Cancellation Clause
And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

Note: When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT

(A) The Policy extends to cover Riot and Strike Damage which for the purpose of this shall mean:
Loss of or damage to property insured (excluding stock and merchandise of every description) directly caused by:
- (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike orlock-out or not)
- (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

(B) The Policy extends to cover Malicious Damage which for the purpose of this extension shall mean:
"Loss of or damage to the property insured (excluding stock and merchandise of every description) directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace)".

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

SUBSIDENCE AND LANDSLIP ENDORSEMENT
The Policy extends to cover loss or damage to the property insured caused by subsidence and/or heave of the site or landslip subject to the following Excess Clause:

Excess Clause
The Company shall not be liable for:
(a) 10% of the Sum Insured or
(b) the first RM 10,000.00
whichever is the higher for each and every loss.

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

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

DISCLOSURE & POLICY STATEMENT

1. Under the prudential framework of Corporate Governance, the following avenues have been set up to handle customer grievances: -

   a) The Customer Care Officer of Progressive Insurance Bhd (197401001891 / 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.

   b) Financial Markets Ombudsman Service (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.

   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.

   The address is: - **Financial Markets Ombudsman Service (FMOS)**
   Level 14, Main Block
   Menara Takaful Malaysia
   No. 4 Jalan Sultan Sulaiman
   50000 Kuala Lumpur

   c) BNMLINK (Laman Informasi Nasihat dan Khidmat) of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 or webpage: https://bnm.gov.my/BNMLINK.
   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.

   The address is: - **BNMLINK**
   4th Floor, Podium Bangunan AICB
   No. 10, Jalan Dato' Onn
   50480 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.

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.

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 Cosway, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone: 03-21188128 or 1-800-888-458 or fax: +603 21188098 or email dpo@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. For Privacy Notice, please refer to our website: www.progressiveinsurance.com.my