

HOSPITALISATION AND SURGICAL SCHEME FOR FOREIGN WORKERS (SKHPPA) POLICY

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)

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 Policyholder / Insured Person by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance, any sickness, disease, illness or accidental injury necessitates the Insured Person to be confined to a Malaysian Government Hospital for treatment, the Company will subject to the terms, provisos, exclusions and conditions of and endorsed on this Policy, pay to the Insured / Insured Person or his legal personal representatives the sum or sums stated in the Schedule of Benefits.

Provided always that this Policy shall become effective as of the date stated in the Policy Schedule, this Policy shall be issued for one year and at the end of each period of insurance may be renewed for another year subject to the consent of the Company.

DEFINITIONS:

ACCIDENT shall mean a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

ANY ONE DISABILITY shall mean all of the periods of disability arising from the same cause including any and all complications therefrom except that if the Insured Person completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice from the conditions) of the disability for at least ninety (90) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

DISABILITY shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

CONGENITAL CONDITIONS shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the insured was continuously covered under this Policy.

DAY shall mean the definition of a charging day adopted by the Malaysian Government Hospital concerned.

DAY SURGERY shall mean a patient who needs the use of a recovery facility for a surgical procedure on a pre-planned basis at the hospital/specialist clinic (but not for overnight stay)

DOCTOR or PHYSICIAN or SURGEON shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Insured Person himself.

HOSPITAL CONFINEMENT shall mean the Insured Person being duly registered and admitted as an in-patient in a Malaysian Government Hospital for more than twelve (12) hours.

HOSPITAL shall mean an establishment duly constituted and registered as a non-corporatized Malaysian Government Hospital for the care and treatment of sick and injured persons, and which:-

- (a) has organized facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
- (c) is under the supervision of a Physician; and
- (d) is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home for the aged and similar establishment.

MALAYSIAN GOVERNMENT HOSPITAL shall mean a hospital which charges of services are subject to the Fees Act 1951 Fees (Medical) Order 1982 and/ or its subsequent amendments if any.

SICKNESS, DISEASE OR ILLNESS shall mean a physical condition marked by a pathological deviation from the normal healthy state.

INJURY shall mean bodily injury caused solely by accident.

POLICYHOLDER shall mean a person or corporate entity who has applied for this insurance from the Company and who is an employer or bona fide foreign worker.

INSURED PERSON shall mean the Eligible Person having accepted by the Company to participate in the Scheme as described in the Policy Schedule.

ELIGIBLE PERSON shall mean the present and future full-time foreign worker employees of the Policyholders who are between eighteen (18) to sixty (60) years of age and who are bona fide holders of valid work permits/Pas Lawatan Kerja Sementara issued by the relevant Malaysian government authority.

INTENSIVE CARE UNIT shall mean a section within the Malaysian Government Hospital which is designated as an Intensive Care Unit by the Malaysian Government Hospital and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Malaysian Government Hospital.

OVERALL ANNUAL LIMIT shall mean benefits payable in respect of expenses incurred for treatment provided to the Insured Person during the period of insurance shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of type/types of disability. In the event the Overall Annual Limit having been paid, all insurance for the Insured Person hereunder shall immediately cease to be payable for the remaining policy year.

PRE-EXISTING ILLNESSES shall be limited to disabilities which existed before the effective date of cover and for which the Insured Person should have reasonably been aware of. An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- (a) the Insured Person had received or is receiving treatment;
- (b) medical advice, diagnosis, care or treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

REASONABLE AND CUSTOMARY CHARGES shall mean charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Insured Person's medical condition.

SPECIFIED ILLNESSES shall mean the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days of Insurance of the Insured Person:-

- (a) cardiovascular disease;
- (b) all cancers.

SURGERY shall mean any of the following medical procedures:-

- (a) to incise, excise or electrocauterize any organ or body part, except for dental services.
- (b) to repair, revise, or reconstruct any organ or body part.
- (c) to reduce by manipulation a fracture or dislocation.
- (d) use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder or urethra.

POLICY shall mean this agreement together with any endorsements therein, signed by the Company, the Policy Schedule attached hereto and the application form of the Insured Person all of which shall constitute the entire contract between the parties.

PERIOD OF INSURANCE shall mean the period specified in the Policy Schedule and during which the Insured Person is in immediate employment of the Insured or until the cessation of the work/employment permit whichever is the earlier BUT EXCLUDING the period when the Insured Person returns to his/her home country. Cover ceases from the time he/she leaves Malaysia and resumes upon his/her return to Malaysia. The territorial limit of this Policy is within Malaysia only.

DESCRIPTIONS OF BENEFITS

DAILY HOSPITAL ROOM AND BOARD (MAXIMUM UP TO THIRTY (30) DAYS)

Reimbursement of the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the Malaysian Government Hospital during the Insured Person's confinement, but in no event shall the benefit exceed, for any one day, the rate of Room and Board Benefit, and the maximum number of days as set forth in the Schedule of Benefits. The Insured Person will only be entitled to this benefit while confined to a Hospital as an in-patient.

INTENSIVE CARE UNIT (MAXIMUM UP TO FIFTEEN (15) DAYS)

Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement as an in-patient in the Intensive Care Unit of the Malaysian Government Hospital. This benefit shall be payable equal to the actual charges made by the Malaysian Government Hospital subject to the maximum benefit for any one day, and maximum number of days, as set forth in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum set forth in the Schedule of Benefits, reimbursement will be restricted to the standard Daily Hospital Room and Board rate. No Hospital Room and Board Benefits shall be paid for the same confinement period where the Daily Intensive Care Unit Benefits is payable.

HOSPITAL SUPPLIES AND SERVICES

Reimbursement of the Reasonable and Customary Charges actually incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physiotherapy, basal metabolism test, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma whilst the Insured Person is confined as an in-patient in a Malaysian Government Hospital, up to the amount stated in the Schedule of Benefits.

OPERATING THEATRE

Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure not exceeding the limits as set forth in the Schedule of Benefits.

SURGICAL FEES

Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists during confinement in hospital. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

ANAESTHETIST FEES

Reimbursement of the Reasonable and Customary Charges by the Anesthetist for the Medically Necessary administration of anesthesia not exceeding the limits as set forth in the Schedule of Benefits.

IN-HOSPITAL PHYSICIAN VISITS (MAXIMUM UP TO THIRTY (30) DAYS)

Reimbursement of Reasonable and Customary Charges by a Physician for Medically Necessary visiting an in-paying patient while confined for a non-surgical disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days and amount as set forth in the Schedule of Benefits.

IN-HOSPITAL SPECIALIST CONSULTATION VISITS (MAXIMUM UP TO THIRTY (30) DAYS)

Reimbursement of the Reasonable and Customary Charges for the consultation by a legally licensed and qualified Medical Specialist, which is recommended by a Physician because of illness or injury while confined in hospital. The total amount payable shall not exceed the maximum specified in the Schedule of Benefits for Any One Disability.

AMBULANCE FEES/MEDICAL REPORTS FEES

Reimbursement of Reasonable and Customary Charges incurred for necessary domestic ambulance service (inclusive of attendants) to and/or from the Malaysian Government Hospital. Payment will not be made if the Insured Person is not hospitalized and subject to the limits as set forth in the Schedule of Benefits. Under this benefit, the Company shall also reimburse the insured cost of obtaining medical report(s) but only if such reports are specifically required by the Company for its processing of claims.

SPECIAL PROVISIONS

PERSON ELIGIBLE

Eligible Persons for insurance under this Policy are those present and future full-time foreign worker employees of Policyholder who are actively engaged at their usual work on the date the persons are eligible to join the Policy.

Present foreign worker employees will be eligible to participate in the insurance on the commencement date of the Policy. Future foreign worker employees will be eligible to participate in the insurance according to the date mentioned in the application form.

If a foreign worker employee is not actively engaged at his/her usual work on the date he/she would otherwise be eligible in accordance with the abovementioned requirement, his/her eligibility date will be deferred to the first (1st) day of the month immediately following his/her return to active full-time work.

PERIOD OF COVER AND RENEWAL

This Policy shall become effective as for the date stated in the Schedule. The Policy Anniversary shall be one year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time as notified by the Company.

GEOGRAPHICAL TERRITORY

All benefits provided in this policy are applicable within Malaysia only for twenty-four (24) hours a day.

LIMITATION OF BENEFITS

All benefits provided in this Policy are only payable in the event the Insured Person is confined in a non-corporatized Malaysian Government Hospital.

EXCLUSIONS

This contract does not cover any hospitalization, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-existing illness. However, this exclusion is waived in the event the Insured Person passes the medical examination as confirmed by Fomema Sdn. Bhd. (FOMEMA) within 30 days from the Insured Person's arrival to Malaysia.
2. Specified Illnesses occurring during the first one hundred and twenty (120) days of continuous cover.
3. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.
4. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Insurance.
5. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immunodeficiency Syndrome) or ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) related diseases, and any communicable diseases requiring quarantine by law.
6. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
7. Pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.
8. Hospitalization primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
9. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
10. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.
11. Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
12. Expenses incurred for donation of any body organ by an Insured Person and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
13. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aromatherapy or other alternative treatment.
14. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Insured Person and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract.
15. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
16. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items.
17. Sickness or Injury arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities.
18. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
19. Expenses incurred for sex changes.

GENERAL CONDITIONS

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

Duty of Disclosure

i. For Consumer Insurance Contracts

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. For Non-Consumer Insurance Contracts

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.

NOTICE

Every notice or communication to the Company shall be in writing and sent to the Company. No alteration in the terms of this Policy or any endorsement thereon, will be held valid unless the same is signed or initiated by an authorized representative of the Company.

CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfillment of the terms, provisions and conditions of this Policy by the Insured and the Insured Persons and in so far as they relate to anything to be done or complied with by the Insured and Insured Persons shall be conditions precedent to any liability of the Company.

MISREPRESENTATION/FRAUD

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

PREMIUM

During the Period of Insurance, the premium for insurance under this Policy is not guaranteed. The Company shall have the right to change the rate at which premiums shall be calculated, at the start of any Policy Year, provided that the Company notifies the Insured Person at least ninety (90) days in advance of the date such premium is due.

CLAIM PROCEDURES

- (a) The Insured shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.
- (b) The Insured Person shall immediately procure and act on proper medical advice and the Company shall not be held liable in the event a treatment or service becomes necessary due to failure of the Insured Person to do so.
- (c) Upon completion of submission of all relevant documents, the reimbursement of the claims shall be made within thirty (30) working days by the Company.

CANCELLATION

This Policy may be cancelled by the Policyholder at any time by giving a written notice to the Company; and provided that no claims have been made during the current policy year, the Policyholder shall be entitled to a refund of the premium as follow:-

Period Not Exceeding	Refund of Annual Premium
15 days	90%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period Exceeding 11 months	No Refund

GOVERNING LAW

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Policy, the Insured Person may, within a grace period of one calendar year from the time that the written proof of loss was to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Company. After such grace period has expired, the Company will not accept, for any reason whatsoever, such written proof of loss.

TERMINATION OF INDIVIDUAL INSURANCE

The insurance of any one Insured Person shall terminate on the earlier happening of the following events:-

- (a) upon expiration of the Insured Person's work permit or upon the termination of the employment contract between the Policyholder and the Insured Person named in the Schedule, or
- (b) from the date of the Immigration Department's Letter of Discharge, or
- (c) on the death of the Insured Person, or exhaustion of the Overall Annual Limit for that particular Insured Person, or
- (d) on the Policy Anniversary immediately following the 60th birthday of the Insured person, or
- (e) on the date when premium payments for the Insured Person's insurance are discontinued due to any cause, or
- (f) on the date of termination of the Policy by either the Policyholder or the Company, or
- (g) at the mid-night standard Malaysian time on the last day of the Period of Insurance unless the Insured Person is confined to a Government Hospital at such time. If this being the case, the time of termination shall be extended to:
 - (i) the time the Insured Person is discharged from the Government Hospital; or
 - (ii) the time the Overall Annual Limit shall have been exhausted whichever is the first to occur.

ALTERATIONS

The Company reserves the right to amend the terms and provisions of this Policy by giving a thirty (30) day prior notice in writing by ordinary post to the Insured's last known address in the Company's records, and such amendments will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless Authorized by the Company and such approval is endorsed thereon. The insurer should give thirty (30) days prior written notice to the Insured according to the last recorded address for any alterations made.

GRACE PERIOD

Notwithstanding the Cash before Cover condition, a Grace period of fourteen (14) days from its due date will be allowed for payment of each premium after the first Policy Year. During such fourteen (14) days, the Company shall remain liable there under if by the last of such days, the premium is actually paid.

If any premium is not paid in respect of this Policy Contract before the end of the Grace period, this Policy Contract shall be deemed as terminated at the expiry date of the policy.

SCHEDULE OF BENEFITS (ANY ONE DISABILITY)

ITEM	BENEFITS	AMOUNT (RM)
1(a).	Daily Hospital Room & Board (Maximum up to 30 days)	As charged — in accordance to charges consistent with third (3rd) Class Room & Board in a Non-Corporatized Malaysian Government Hospital in conformance to the charges specified under Fees Act 1951, Fees (Medical) Order 1982.
1(b).	Intensive Care Unit (Maximum up to 15 days)	
2.	Hospital Supplies and Services	
3.	Operating Theatre	
4.	Surgical Fees (Excluding organ transplantation)	
5.	Anesthetist Fees	
6.	In-Hospital Physician Visits (Maximum up to 30 days)	
7.	In-Hospital Specialist Consultation Visits (Maximum up to 30 days)	
8.	Ambulance Fees/Medical Report Fees	
Maximum Overall Annual Limit (Items 1-8)		RM20,000.00

IMPORTANT NOTE:

All benefits payable for any number of disabilities in any one given period of Insurance is subject to the Overall Annual Limit of RM20,000.00 per Insured Person.

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.

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 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 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 them to the Customer Care Officer.
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 memanjatkan kepada Pegawai Khidmat Pelanggan.
 - b) **Financial Markets 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.
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.

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 FMOS.
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.

The address is / *Alamat ialah:-* **Financial Markets Ombudsman Services / Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)**
Tingkat 14, Blok Utama
Menara Takaful Malaysia
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 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 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**
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
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, Wisma Cosway, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone : 1-800-888-458, fax : 603 21188103 or email : customercare@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, Wisma Cosway Plaza Berjaya, 12, Jalan Imbi, 55100 Kuala Lumpur atau menelefon: 1-800-888-458, fax: 603 2118 8103 or email : customercare@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.