



STAMP DUTY  
PAID

# PROGRESSIVE INSURANCE BHD

Registration No.: 197401001891 (19002-P)

## PUBLIC LIABILITY INSURANCE POLICY

*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](http://www.pidm.gov.my))*

### **For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to your 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 your 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.

**Now This Policy Witnesseth** that subject to the terms, conditions and exceptions contained in or endorsed onto this Policy the Company will indemnify the Insured against:

- (A) All sums which the Insured shall become legally liable to pay as compensation in respect of:
  - (1) accidental death or bodily injury to or illness or disease of any person
  - (2) accidental loss of or damage to property

arising from the Business and occurring within the Geographical Limits during the Period of Insurance

**PROVIDED THAT** the Company shall not be liable to pay more than the Limit of Liability.

- (B) All costs and expenses of litigation:
  - (1) recovered by any claimant against the Insured
  - (2) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

### **LIMIT OF LIABILITY**

The liability of the Company under clause (A) above for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause shall not exceed the Limit of Liability for Any One Occurrence stated in the Schedule.

The total aggregate liability of the Company for all occurrences during the Period of Insurance shall not exceed the Limit of Liability for Any One Period stated in the Schedule.

### **INDEMNITY TO PRINCIPALS**

With respect to injury illness disease loss or damage for which the Insured is responsible and happening in connection with the carrying out of work in connection with the Business for any Principal the Company will at the written request of the Insured treat the Principal as though he were also the Insured under this Policy provided that the Principal shall observe fulfil and be subject to the terms limits exceptions provisions and conditions of this Policy.

### **JURISDICTION CLAUSE**

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia or Negara Brunei Darussalam nor to orders obtained in the said Court for the enforcement of judgements made outside Malaysia or Negara Brunei Darussalam whether by way of reciprocal agreements or otherwise.

## EXCEPTIONS

The indemnity expressed in this Policy shall not apply to:

1. liability in respect of injury illness disease loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
2. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
3. liability in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Insured or in respect of any sums payable by the Insured under legislation relating to occupational injury or illness or disease or to any person who is a member of the Insured's family ordinarily residing with the Insured
4. liability in respect of injury illness disease loss or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock for mooring
5. liability 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 or maintenance of martial law or state of siege
  - (d) any act of any person acting on behalf of or in connection with any Organization 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.
6. 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.
7. any liability arising directly or indirectly from :
  - (e) mining, processing, transporting, distributing or storing asbestos;
  - (f) manufacturing or processing materials containing asbestos;
  - (g) any process of decontamination, treatment or control of asbestos;
  - (h) the presence of asbestos in any building or structure;
  - (i) asbestos pollution or contamination.
8. liability in respect of loss of or damage to property:
  - (a) (i) belonging to or
  - (ii) held under a hire purchase or conditional purchase agreement by or
  - (iii) hired, leased, rented or lent to or
  - (iv) under the charge or under the control of the Insured or any servant or agent of the Insured whilst in the course of his duties as such or any member of the Insured's family ordinarily residing with the Insured.

Provided that damage caused to any motor vehicle or push cycle whilst on the Insured's business premises (not being a motor vehicle or push cycle owned by the Insured or any member of the Insured's family ordinarily residing with the Insured) and belonging to or in the charge or under the control of any servant or agent of the Insured in his private capacity is not excluded by this Exception.
  - (b) being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.
9. liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from:
  - (a) the ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule under the heading of Plant provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded under this Policy.
  - (b) the ownership or possession of or use by or on behalf of the Insured of any lift elevator escalator crane power hoisting machine (other than conveyor belt systems) or for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant.
  - (c) the ownership possession or use by or on behalf of the Insured of any watercraft aircraft or thing made or intended to float on or in or travel on or through water air or space.
  - (d) work on or which is being undertaken or has been undertaken, by the Insured to any watercraft aircraft or thing made or intended to float on or in or travel through water air or space.

- (e) property goods food or drink or their containers sold supplied or constructed or property or goods which have been repaired altered renovated serviced or installed or poisoning or contamination of any kind but this exception shall not apply or extend to
    - (i) property goods food or drink or their containers before such have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured.
    - (ii) property goods food or drink or their containers sold or supplied at or from a canteen provided by the Insured primarily for the use of the employees of the Insured.
  - (f) error or omission in design specification or professional or other advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured but the words "advice remedial or other treatment" shall have no application in respect of any employee of the Insured acting in the capacity of Industrial Nurse on behalf of the Insured.
  - (g) vibration or the removal or weakening of or interference with the support of any property land or buildings.
  - (h) seepage pollution or contamination including the cost of removing nullifying or cleaning up seeping polluting or contaminating substances.
  - (i) defective sanitary installation.
  - (j) the bursting of any economizer used in conjunction with a steam boiler or any boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam.
10. any fine or penalty imposed upon the Insured or any punitive, aggravated or exemplary damages awarded against the Insured.
11. the first amount of any claim as specified in the Schedule as the Excess.
12. 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.

#### **SUPPLEMENTARY PROVISIONS**

- (1) Property in the charge of or under the control of the Insured or any servant of the Insured shall not include buildings temporarily occupied for the purpose of work in the course of the Business.
- (2) The Business shall include the provision and management of a canteen, a social, sports or welfare organisation and first aid fire and ambulance services for the benefit of the Insured's employees.
- (3) The Insured shall include
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
  - (b) if the Insured so requests
    - (i) any director of the Insured
    - (ii) any officer or member of the Insured's social sports or welfare organisation first aid fire or ambulance services in his respective capacity as such.

Provided that such representative director officer or member shall observe fulfil and be subject to the terms limits exceptions provisions and conditions of this Policy.

#### **SUPPLEMENTARY PROVISIONS**

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    - (i) any director of the Insured
    - (ii) any officer or member of the Insured's social sports or welfare organisation first aid fire or ambulance services in his respective capacity as such.

Provided that such representative director officer or member shall observe fulfil and be subject to the terms limits exceptions provisions and conditions of this Policy.

## CONDITIONS

### 1. 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 questions 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.

### 2. MEANING

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.

### 3. WRITTEN NOTICE

In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.

### 4. COMPANY'S RIGHTS

The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any occurrence or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

### 5. WITHDRAWAL

The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall from then on not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

### 6. CONTRIBUTION

If at any time of any claim arising under this Policy there shall be any other insurance covering the same liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof. Nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception 10 of this Policy.

### 7. PREMIUM ADJUSTMENT

If the premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow the Company to inspect such record and shall within one month from the expiry of every Period of Insurance supply to the Company a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be, subject to the receipt and retention of any minimum premium applicable.

### 8. REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions to prevent injury illness disease loss or damage which may give rise to a claim under this Policy.

### 9. ALTERATION OF RISKS

If at any time anything shall occur materially affecting the risk insured under this Policy the Insured shall within seven days give notice in writing to the Company. The premium may then be adjusted for the unexpired period and the difference paid by or allowed to the Insured as the case may be.

#### **10. CANCELLATION**

This Policy may be cancelled at any time by seven days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium for the unexpired part of the Period of Insurance. The Policy may be cancelled at any time by the Insured by giving seven 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.

#### **11. 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.

#### **12. 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.

#### **13. DUE OBSERVANCE**

The due observance and fulfillment of the terms provisions and conditions of this Policy by the Insured insofar as they relate to anything to be done or complied with by him and the truth of the statements and answers in the proposal made by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **14. LEGAL PERSONAL REPRESENTATIVE**

The terms exceptions and conditions of this Policy so far as applicable and with any necessary modifications, shall apply to the Insured's legal personal representative.

### **THE FOLLOWING CLAUSES / ENDORSEMENTS / WARRANTIES ARE APPLICABLE TO THIS POLICY**

#### **1. ACCIDENTAL DISCHARGE OF FIREARMS CLAUSE**

It is hereby declared and agreed that the insurance provided under this Policy is extended to include liability for Death or Bodily Injury or Damage to Property as within defined caused by or arising out of the accidental discharge of licensed firearms owned or used by the Insured.

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

#### **2. ALTERATIONS AND REPAIRS CLAUSE**

Workmen are allowed in or about the insured property to carry out alterations and repairs, provided the trade, manufacture, nature of occupation and/or construction of the building insured remains unchanged.

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

#### **3. AWAY RISKS CLAUSE**

This Policy extends to include the Insured's liability as within defined in respect of accidents arising out of the engagements of the actual progress of work undertaken by the Insured or the persons in the service in the course of the business within the territorial limits but away from the defined premises.

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

#### **4. BREACH OF CONDITIONS CLAUSE**

The conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void this section only in respect of all the risks to which that breach applied and does not affect the section in respect of the other risks.

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

#### **5. CAR PARK LIABILITY CLAUSE**

The indemnity granted by this Policy applies to accidental loss or damage to any vehicle owned by or in the charge of guests or visitors whilst garaged or parked in or on the Insured's premises and to loss of or damage to any contents of or any accessories on such vehicles provided the vehicles are locked and properly secured.

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

#### **6. CONTINGENT LIABILITY FOR CONTRACTOR & SUB-CONTRACTORS CLAUSE**

This Policy extends to cover the Insured's Legal Liability in respect of acts of employees of their contractors for which they may be responsible. Provided that the indemnity given is on the condition that:

- a. it is contingent upon the liability incurred not being covered or indemnified by an insurance of the contractors.
  - b. if any claim submitted is covered by the contractors more specific insurance, then this Policy shall not insure the same except only as regards any excess beyond the limit of liability covered by such specific insurance.
- Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

**7. CONTRACTORS/SUB-CONTRACTORS CLAUSE**

This Policy is deemed to include liability caused by or in connection with employment of contractors/sub-contractors or the servants or agents of such contractors by the Insured.

PROVIDED ALWAYS THAT:

- i. the sub-contractors shall as though the Insured observe fulfil and be subject to terms of this Policy so far as they apply,
- ii. the sub-contractors are not entitled to indemnity under any other policy of insurance,
- iii. at the end of each period of insurance the Insured shall notify the Company of any such sub-contractors employed during such period of insurance and of the cost thereof and shall pay such additional premium as may be required.

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

**8. CROSS LIABILITY CLAUSE**

Where more than one party comprises "The Insured" each of the parties shall for the purpose of this section be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Company hereby agree to waive all rights of subrogation or action which the Company may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

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

**9. 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).

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

**10. DEFECTIVE SANITARY ARRANGEMENT CLAUSE**

This Policy extends to cover the Insured's legal liability caused by defective sanitary arrangements within that section of the premises that is occupied by the Insured.

Provided that the sanitary pipes are checked by a competent person at regular intervals. Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

**11. DEMONSTRATION AND EXHIBITION CLAUSE**

It is hereby declared and agreed that this Policy is hereby extended to cover the Insured's legal liability in respect of bodily injury and/ or damage to property whilst the Insured's property is being used for the purpose of demonstration and/or exhibition.

Provided that the liability of the Company under this extension shall not include loss or damage whilst the Insured's property is in transit or loading incidental to such transit.

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

**12. 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 process such 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.
- C. It is further understood that 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or by or for other to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence in the same.

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

### **13. EMPLOYEES EFFECTS CLAUSE**

This Policy extends to include legal liability of the Insured in respect of clothing and/or personal effects of employees, the amount of indemnity under this extension being limited to RM250.00 in respect of any one event/employee.

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

### **14. FALSE/WRONGFUL ARREST CLAUSE**

It is hereby declared and agreed that the meaning of the words Bodily Injury will include false arrest, false imprisonment, wrongful eviction, assault, batter, wrongful detention, prosecution and humiliation provided such acts are not willful.

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

### **15. GUESTS EFFECTS EXTENSION CLAUSE**

This Policy extends to cover legal liability of the Insured in respect of loss or damage to the personal effects of the Insured's guests occurring at the place or places which this Policy applies.

Limit of Liability: RM250.00 any one occurrence.

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

### **16. MINDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE**

The Company hereby agree to waive all rights of subrogation or action which the company may have or acquire against any director or executive of the Insured, arising out of any accident in respect of which any claim is made.

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

### **17. INN-KEEPERS LIABILITY CLAUSE**

It is hereby understood and agreed that in consideration of an additional premium, the Policy shall extend to cover the legal liability of the Insured in respect of the loss of or damage to effects of guests or visitors whilst such effects are in the custody or control of the Insured and the said guests or visitors are in residence at the time of the occurrence of loss, subject to the following conditions:

- A. All such bedroom doors in the hotel are fitted with suitable locks and keys.
- B. Notice will be prominently displayed stating that the hotel proprietor does not accept responsibility for valuables not left in his charge.
- C. Jewelry, gold and silver plate, precious stones and the like deposited with the Insured for safe custody shall be deposited in a substantial locked safe.
- D. The Company shall not be liable for any consequence of war, invasion act of foreign enemy, hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power, riot or civil commotion or loot or pillage in connection therewith.
- E. The liability of the Company under this extension shall be limited to RM10,000 in respect of any one loss or series of losses arising out of one event and unlimited in any one year of insurance except in the following cases:
  - i. Where such goods shall have been stolen, lost or damaged through the willful act, default or neglect of such inn-keeper or any servant in his employ.
  - ii. Where such goods shall have been deposited expressly for safe custody with such inn-keeper or his manager.

Provided always that in the case of such deposit it shall be lawful for such inn-keeper or his manager, if he thinks fit, to require, as a condition of his liability:

- A. That the guest shall at the time of such deposit declare the value of such goods.
- B. That such goods shall be deposited in a box or other receptacle, fastened and sealed by the person, depositing the same.

Provided always that the inn-keeper or his manager may refuse to receive for safe custody under this section goods of any one guest the declared value of which exceeds RM500.00, and that he shall in no case be liable for loss of or damage to goods so deposited by a guest to any amount exceeding the declared value thereof.

Provided further that any limitations of liability stipulated by the inn-keeper's ordinance 1952 shall except as provided above be the limit of the Company's liability for all compensation under this clause.

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

**18. LIFTS, HOISTS AND ESCALATOR EXTENSION ENDORSEMENT**

This Policy extends to include liability arising out of the ownership and use of lifts, hoists, escalators and all other plants and equipment installed in the Insured's building.

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

**19. LOADING AND UNLOADING ENDORSEMENT**

This Policy extends to indemnify the Insured in respect of liability for injury or damage caused or arising beyond the limits of any carriage or thoroughfare in connection with:

- (a) the bringing of the loading to such vehicle for loading thereon or
- (b) the taking away of the loading from such vehicle after unloading therefrom. Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

**20. LIABILITY OF SUB-CONTRACTORS AND THEIR WORKMEN CLAUSE**

This Policy extends to indemnify the Insured against legal liability for accidental loss of or damage to the property caused by the negligence of the Insured's sub-contractors or their workmen.

No liability shall attach the Company under this endorsement for damage to the property upon which sub-contractors or their workmen are or have been operating. It is further declared and agreed that the Company shall not be liable for any loss of or damage to property of the sub-contractors or their workmen.

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

**21. LOSS NOTIFICATION CLAUSE**

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim under this Policy provided:

- (a) such delay in notification shall not exceed six months from date of occurrence of loss.
- (b) the Company's right to recover (in the name of Insured or otherwise) from any responsible party for the loss shall not have been prejudiced.
- (c) the burden of proving that a loss has occurred shall be upon the Insured.

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

**22. MISDESCRIPTION CLAUSE**

This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium if required from the date of the inception of the increased fire hazard.

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

**23. MOTOR CONTINGENT LIABILITY CLAUSE**

This Policy extends to cover the legal liability of the Insured arising out of the use of automobiles by a staff of the Insured in the course of carrying out their duties on behalf of the Insured, provided that by this extension the Company shall only be liable up to the Limits stated under the Schedule of this Policy.

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

**24. NEON/ADVERTISING SIGNS ENDORSEMENT**

This Policy extends to cover liability arising out of accidents happening in connection with neon/advertising signs owned by the Insured.

Warranted that the Insured shall comply with all statutory enactment bye-laws and regulations. The Insured shall at all times see the neon/advertising signs are kept in proper state of repair and if any defects be discovered the Insured shall forthwith cause such defects to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said neon/advertising signs after an accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting same.

PROVIDED ALWAYS THAT the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in the Policy.

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

**25. NON OWN VEHICLES CLAUSE**

This Policy extends to cover the Insured's legal liability as specified within arising:

- (1) out of the use of any vehicles not owned by the Insured but used on its business,
- (2) out of the use of any vehicles hired or leased by any of the Insured's business.

PROVIDED ALWAYS THAT there is no other insurance in force covering any liability at the time of claim. Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

**26. PREMIUM WARRANTY**

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

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an Authorised Agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person including an Insurance Agent who was not authorised to receive such premium shall lie on the Company. Subject otherwise to the Terms, Exceptions and Conditions of this Policy.

#### **27. PRIVATE WORK FOR DIRECTORS & EXECUTIVES ENDORSEMENT**

This Policy extends to indemnify the Insured and any director or executive of the Insured in respect of the employment on private duties of any employee of the Insured by such director or executive provided that:

- (a) such director and/or executive is not entitled to indemnity under any other policy or policies,
- (b) the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeships with the director and/or executive where the injury arises out of and in the course of such person's employment or service with the director and/or executive,
- (c) such director and/or executive shall as though he were the Insured observe fulfil and be subject to the terms exceptions limits and conditions of this policy so far as they can apply,
- (d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the schedule under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the policy were not so extended.

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

#### **28. PROPERTY DAMAGE CLARIFICATION**

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 a 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 a 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.

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

#### **29. TENANTS LIABILITY ENDORSEMENT**

It is hereby declared and agreed that this Policy shall extend to cover the Insured's legal liability for damage caused by accident:

- (a) to any building or part thereof not belonging to but whilst under the occupation of the Insured.
- (b) to the contents of the aforesaid building or part thereof not belonging to but in the charge or under the control of the Insured but in no case is the Insured's legal liability as Bailee included.

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

#### **30. WAIVER OF SUBROGATION RIGHTS CLAUSE**

In the event of a claim arising under this Policy, the Company agree to waive any rights, remedies or relief, to which they might become subrogated against any company standing in the relation of parent to subsidiary or of subsidiary to parent to the Insured or any company who is a subsidiary of a parent company to which the Insured are themselves a subsidiary.

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

#### **31. WORLDWIDE EXTENSION CLAUSE**

This Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's executives whilst engaged in the Insured's business anywhere in the world.

PROVIDED ALWAYS THAT the liability of the Company under this extension subject to jurisdiction clause contained herein, shall not exceed the limits of liability under the Policy.

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

#### **32. CONDITION PRECEDENT CLAUSE**

The validity of this Policy is subject to the condition precedent that:

- a) for the risk insured, the name insured has never had any insurance terminated in the last 12 months due solely or in part to a breach of any Premium Warranty condition; or
- b) if the named insured has declared that it has breached any Premium Warranty condition in respect of a previous policy taken up with another insurer in the last 12 months;
  - i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - ii) a copy of the evidence of premium paid from the previous insurer to this effect is first provided by the named insured to the Company before cover incepts.

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

### 33. 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 TO THIS POLICY UNLESS STATED IN THE POLICY SCHEDULE OR ENDORSED THERETO

#### 1. 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 in the schedule.

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-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

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

#### 2. SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE (SUDDEN AND ACCIDENTAL MEANS)

Notwithstanding anything herein contained under exception 9 (h) of this Policy, this insurance by the Policy is extended to cover sudden and accidental seepage, pollution and contamination.

However this extension does not cover any liability for:

- (1) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) Provided always that this paragraph (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (3) the cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
- (4) fines, penalties, punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

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

#### 3. UNDERGROUND CABLES AND PIPES CLAUSE (EXCESS: 10% OF LOSS OR MIN RM7,500.00)

This Policy extends to cover the Insured's legal liability in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

Subject otherwise to the Terms, Exclusions 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 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 it 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 memanjangkan 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](http://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 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.*
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](mailto: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](mailto: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.*