

Privacy Notice

1. GENERAL POLICY

1.1 We, PROGRESSIVE INSURANCE BHD [Registration No.: 197401001891 (19002-P)] (hereinafter referred to as “PIB”) would like to ask you, our valued customer, to take the time to read and understand these terms and conditions carefully. This Notice explains PIB’s firm commitment to protecting and safe-guarding the privacy of your Personal Data and also outlines the rights, obligations and duties of all parties involved in so doing.

1.2 In issuing this Notice, PIB is guided by the data protection principles enunciated in the Personal Data Protection Act 2010 (“Act”)

2. DEFINITIONS

2.1 For the purpose of this Notice, the following words shall have the following meanings assigned to them:

“Act” Means the Personal Data Protection Act 2010.

“Notice” Means this Privacy Notice and any other amendments, supplements and/or additions as may be provided from time to time.

“Personal Data” Means any information or data or a combination of information or data that can be used to uniquely identify or contact an individual.

“Processing” Means collecting, recording, holding/storing or carrying out operations on any data including organization, adaptation or alteration, retrieval, consultation or use, disclosure by transmission, transfer, dissemination or otherwise making available, or the alignment, combination, correction, erasure or destruction of Personal Data.

“Products” Shall means the provision of general insurance policies currently being offered by PIB and includes any such other general insurance products to be offered in future

“Sensitive Personal Data” Shall includes an individual’s mental or physical health or condition, political opinions of an individual, religious beliefs or other beliefs of similar nature, the commission or alleged commission of any offence or any other information to be gazetted under the Act.

2.2 For the purposes of this Notice, the expression ‘you’ or ‘yours’ or any other expression of similar nature shall mean, in relation to insurance related, the proposer, the policyholder or the claimant of PIB.

2.3 In case of discrepancies between the English and Bahasa Malaysia versions of this Notice, the English version shall prevail.

3. WHAT DO WE COLLECT FROM YOU

3.1 In the course of providing the Products to you, we would require you to provide us Personal Data which is required, obligated and necessary, without which it may not be possible for us to provide the Products to you. Such Personal Data includes but not limited to the following: –

- 3.1.1 your name;
- 3.1.2 gender;
- 3.1.3 date of birth;
- 3.1.4 home address or correspondence address;
- 3.1.5 account details, including account numbers;
- 3.1.6 payment details, including credit card and banking information;
- 3.1.7 contact details, including contact name, telephone number or email address;
- 3.1.8 information for the verification of identity, including Identity Card number or passport number; and
- 3.1.9 medical reports or records.

3.2 In some instances, you may be requested to provide certain data that may be deemed optional (as the case may be), although failure to provide the requested data may prevent us from providing the Products to you. This type of data includes but not limited to:

- 3.2.1 employment details;
- 3.2.2 profession;
- 3.2.3 other related products and services subscribed to; and
- 3.2.4 family and household demographics.

4. WHY WE COLLECT THE PERSONAL DATA

4.1 The Personal Data collected by PIB from you shall be used for the following purposes (“Purposes”): –

- 4.1.1 provision of general insurance or related products;
- 4.1.2 variation, cancellation or renewal of the Product;
- 4.1.3 processing of any credit, security, underwriting checks and insurance claims in relation to the Product and any subsequent legal proceedings;
- 4.1.4 exercising any right of subrogation by PIB;
- 4.1.5 statistics and research;
- 4.1.6 marketing (including direct marketing) of general insurance products or services or related products or services by PIB, its affiliates or partners;
- 4.1.7 compliance with disclosure requirements imposed by law or regulatory authorities on PIB, its affiliates or partners; and
- 4.1.8 the daily operation and administration of services and facilities in relation to the Product provided to you.

4.2 All Personal Data collected and/or gathered by PIB shall be strictly for the purposes listed in Clause 4.1 above and limited to instances where such data is required for the performance of or entry into contractual relations or in compliance with any legal obligations. We shall not, without your consent, use your Personal Data for direct selling or direct marketing purposes or any other unlawful, illegal or unauthorized purposes that may from time to time be prohibited by the Act or any other applicable law.

5. YOUR CONSENT

- 5.1 You are hereby given notice that the Products will only be made available to you upon you accepting and expressly consenting to the terms of this Notice, where such express acceptance and consent shall be evidenced by you checking or signing accordingly on the relevant consent portion of the proposal forms, renewal forms and etc. issued by PIB.
- 5.2 Upon the application of Clause 5.1 above, you shall be deemed to have expressly consented to the collection and processing of your Personal Data by PIB or any of its authorized agents, employees, partners and/or contractors of PIB for the Purposes stated in Clause 4.1 above. You shall also be deemed to have expressly consented to the disclosure of your Personal Data to the parties stated in Clause 7 hereof where such disclosure is required for the Purposes or is for a purpose directly related to the Purposes.
- 5.3 In some instances, in addition to the Personal Data provided by you personally or someone on your behalf, PIB may receive or collect additional information or data or verification data from third parties including from public sources and any other data users for purposes directly related to the provision of the Products and in such instances, you are deemed to have consented to such collection and processing of such additional personal data by PIB.

6. YOUR RIGHTS

- 6.1 Subject to Clause 9 below and in relation to your Personal Data, you shall have the following rights: –

6.1.1 Right to withdraw consent

You may at any time, by written notice to PIB, withdraw your consent to PIB processing any of your Personal Data or such part or portion thereof. Upon receipt of such notice of withdrawal of consent and within the period prescribed by the Act, PIB shall take all necessary measures to give effect to your withdrawal of consent, to the extent that such withdrawal of consent does not conflict with any of PIB's other legal obligations or with the provision of the Products to you.

6.1.2 Right to access

You may at any time, subject to payment of a prescribed fee (if any) and by written notice to PIB, request for access to all your Personal Data that is being processed by PIB.

6.1.3 Right to correct

Where a copy of your Personal Data has been supplied to you pursuant to Clause 6.1.2 above and you consider that the Personal Data is inaccurate, incomplete, misleading or not up-to-date or if you know or are aware that the Personal Data being held by PIB is inaccurate, incomplete, misleading or not up-to-date, you may, by written notice, request PIB to make necessary correction to your Personal Data.

6.1.4 Right to cease processing

You may at any time, by written notice to PIB requiring PIB, at the end of a prescribed period (as is reasonable in the circumstances) to cease processing of your Personal Data or processing your Personal Data for a specified purpose or in a specified manner or not to begin processing of your Personal Data or processing your Personal Data for a specified purpose or in a specified manner if the processing of that Personal Data or the processing of Personal Data for that purpose or in that manner is causing or is likely to cause substantial damage or substantial distress to you or to another person and the damage or distress is or would be unwarranted.

6.1.5 Right to opt out of direct marketing

You may at any time, by written notice to PIB requiring PIB, at the end of a prescribed period (as is reasonable in the circumstances) to cease or not to begin processing your Personal Data for the purpose of direct marketing.

6.2 To enable PIB to ensure that all your Personal Data are correct, complete and kept up-to-date, you are to inform us immediately in writing, of any changes to your status or circumstances.

7. DISCLOSURE TO 3RD PARTIES

7.1 In line with the Purposes stated in Clause 4 above, PIB reserves the right to disclose such Personal Data or such portion thereof to the following third parties (where necessary): –

- 7.1.1 our business associates, including inter-departments within PIB;
- 7.1.2 any other company carrying out insurance or reinsurance related business in or out of Malaysia;
- 7.1.3 any association or federation of insurance companies that exists or is formed from time to time;
- 7.1.4 any agent, outsourcing providers, contractor or third party service providers who provides administrative, telecommunications, computer, payment, claims handling, loss adjusting or other services relating to the Product to PIB.
- 7.1.5 any credit reference agencies or any debt collection agencies;
- 7.1.6 any law firms or accounting or consulting firms for audit or due diligence exercise for potential joint venture arrangements or merger exercises;
- 7.1.7 any persons or corporate entities to whom PIB is obliged to disclose under the requirement of any law relating to PIB or any of its affiliates or partners;
- 7.1.8 any governmental and statutory or judicial bodies or regulators.

7.2 Save and except with your express consent, PIB shall maintain strict confidentiality of your Personal Data and not disclose any portion or part thereof to any other entity or third party aside from the ones listed in Clause 7.1 above.

8. SECURITY, STORAGE AND RETENTION PERIOD

8.1 PIB shall ensure that all Personal Data collected shall be stored and/or filed in such manner as to ensure that the Personal Data maintains its accuracy, integrity, remains confidential, is protected against loss, misuse, modification and unauthorized or accidental access, disclosure, alteration, destruction or manipulation.

8.2 PIB shall store and/or retain all Personal Data only for as long as required for the fulfillment of the Purposes or pursuant to any legal obligation imposed upon PIB in the course of provision of the Products and related services thereof or by virtue of any applicable law that may from time to time be in force.

9. EXEPTIONS

9.1 Notwithstanding the foregoing provisions, PIB reserves the right to refuse to entertain any request for access or correction in the following circumstances: –

9.1.1 where you or the party marking the request on your behalf fail to provide sufficient information as may reasonably be required to enable PIB to positively locate or identify the Personal Data to which the access request relates;

9.1.2 where you or the party making the request on your behalf fail to provide sufficient information as may reasonably be required to enable PIB to confirm on your identity or the identity of the person making the request on your behalf or where PIB feels that you or the requesting party is not in fact the owner or the subject of the Personal Data in question and is not lawfully entitled to make any requests in relation to the Personal Data;

9.1.3 in requests for access:

9.1.3.1 where the burden or expense of providing access is disproportionate to the risks to your privacy;

9.1.3.2 where compliance with the request would involve the unauthorized disclosure of personal data belonging to a 3rd party unless that 3rd party has consented to the disclosure to you or it is reasonable in all circumstances to comply with your request for access without the consent of the 3rd party;

9.1.3.3 where compliance with the request would disclosure confidential commercial information;

9.1.3.4 where compliance would constitute a violation of an order of a court; or

9.1.3.5 where access is regulated by another law.

9.1.3.6 where access is regulated by another law.

9.1.4 in requests for correction:

9.1.4.1 where there is insufficient information to enable PIB to ascertain in what way the Personal Data to which the request for correction is relates is inaccurate, incomplete, misleading or not up-to-date;

9.1.4.2 where PIB is not satisfied that the Personal Data to which the request for correction is relates is inaccurate, incomplete, misleading or not up-to-date;

9.1.4.3 where PIB is not satisfied that the correction which is the subject matter of the request for correction is accurate, complete, not misleading or up-to-date.

9.2 PIB shall not be liable for any purported violation, breach or non-compliance with any protection of Personal Data in the following instances: –

9.2.1 where Personal Data is processed for the prevention or detection of crime or for the purpose of investigations, the apprehension or prosecution of offenders or the assessment or collection or any tax or duty or any other imposition of similar nature;

9.2.2 where compliance to the data protection principles would be likely to cause serious harm to your physical or mental health or any other individual;

9.2.3 where Personal Data is processed for the purpose of preparing statistics or carrying out research provided that such Personal Data is not processed for any other purpose and that the result of the research or the statistics are not made available in a form which identifies you;

9.2.4 where processing of Personal Data is necessary for the purpose of or in connection with any order or judgment of a court;

9.2.5 where processing of Personal Data is necessary for the purpose of discharging regulatory functions;

9.2.6 where processing of Personal Data is only for journalistic, literary or artistic purposes;

- 9.2.7 where the Personal Data is readily available or able to be found in the public domain; and
- 9.2.8 where despite PIB's best efforts, there is unauthorized access, modification, alteration, misuse, tampering or abuse of Personal Data caused by the malicious or fraudulent or criminal acts or conduct of a third party not being under the control or direction of PIB

10. NOTICES AND COMMUNICATIONS

- 10.1 In the event you have any enquiries, please contact:

Data Protection Officer
Progressive Insurance Bhd,
Level 6, 9 and 10, Menara Cosway, Plaza Berjaya,
12 Jalan Imbi
55100 Kuala Lumpur
Telephone No. : +603 21188183
Fax No. : +603 21188103
E-mail : pda@progressiveinsurance.com.my

- 10.2 All communications to PIB must be made in writing, legible and contain your full name, current address, NRIC number and contact particulars. PIB reserves the right not to entertain any notices or communications which do not contain the foregoing particulars, are illegible, incomprehensible or where the party concerned cannot be contacted or where contact particulars are found to be incomplete, inaccurate or in error.