

## PRIVATE CAR INSURANCE POLICY



### What is this product about?

This policy provides insurance against liabilities to other parties for injury or death, damage to other parties' property and accidental or fire damage to your vehicle or theft of your vehicle.

### What are the covers/benefits provided?

This policy covers: -

Coverage	Comprehensive Cover	Third Party Cover
Liabilities to third party for: <ul style="list-style-type: none"> <li>Injury</li> <li>Death</li> <li>Property loss / damage</li> </ul>	√	√
Loss / damage to own vehicle due to accidental fire / theft	√	X
Loss / damage to own vehicle due to accident	√	X
Liabilities to driver & passenger of own vehicle (property, bodily / injury, death)	X	X

### Optional benefits

You may wish to purchase optional benefits by paying additional premium:

- Windscreen damage
- Passenger liability cover
- Damage arising from flood and landslide
- Vehicle accessories
- Compensation for Assessed Repair Time
- Current Year "NCD" Relief (only applicable to Comprehensive Private Car)
- Progressive Necessity [All Drivers & Legal Liability of Passengers] (only applicable to Comprehensive Private Car)
- Progressive Assistance [Personal Accident & Unlimited Towing Costs] (only applicable to Comprehensive Private Car)

### Note:

- It is an offence under the laws of the Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance.
- Duration of cover is for one year. You need to renew the insurance cover annually.

## PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to take out this insurance. Kindly read the Terms & Conditions as well

### How much total premium do I have to pay?

The total premium that you have to pay may vary depending on the no-claim-discount (NCD) entitlement, optional benefits required and the underwriting requirements of the Insurance company.

Standard Cover:	RM _____ premium for sum insured of RM _____
NCD Entitlement:	_____ %
Additional Cover:	RM _____
The estimated total premium that you have to pay is RM _____	

### What are the fees and charges that I have to pay?

TYPE	AMOUNT
Sales & Service Tax (SST)	8% of premium
Stamp Duty	RM10 each policy
Commission paid to the insurance intermediaries (if any)	10% of premium

### How to make the payment?

Premium must be made before cover can be granted.

Payment can be made by cash, credit card or cheques (cheques should be made payable only in the name of **PROGRESSIVE INSURANCE BHD**). Kindly insist on a receipt of payment for future reference.

### What are some of the key terms and conditions that I should be aware of?

#### Insurable Interest

You should protect your interest by purchasing a cover as soon as your purchase a vehicle.

#### Importance of Disclosure

##### Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you apply for this insurance). You must answer the questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.

In addition to answering the questions in the Proposal Form (or when you apply for this insurance), you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied. You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

### **Non-Consumer Insurance Contract**

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our 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 your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed).

### **Insured Value/Sum Insured**

You must ensure that your vehicle is insured at the appropriate amount.

<b>New Vehicle</b>	<b>Others</b>
Sum Insured = Purchase Price	Sum Insured = Market Value of Vehicle when policy is bought

Determination of market value of your vehicle is important to avoid UNDER or OVER insurance.

#### Under Insurance

If sum insured is less than the market value, you are deemed as self-insuring the difference. In the event of a loss, you will only be partially compensated.

#### Over Insurance

If sum insured is higher than market value, maximum compensation is the market value of the vehicle. You cannot profit from a claim (principle of indemnity)

### **Market Value of Motor Vehicle**

The market value of your vehicle will be obtained from ISM – Automobile Business Intelligent system (ISM – ABI system). However, if the market value of the motor vehicle is not available in the ABI system, we may provide the previous year's sum insured of the vehicle in the notice of expiry, and the sum insured indicated is based on the previous year's sum insured, and that the current market value of the vehicle may have further depreciated.

The printed sum insured in renewal notice may change on the date of inception since the renewal notice is printed earlier and insured should re-confirm the actual sum insured when renewing his/ her motor insurance policy.

### **No-Claim-Discount**

The premium payable may be reduced by you NCD entitlement. NCD is 'awarded' if no claim was made against your policy during the preceding 12 months of policy. Your NCD entitlement will depend on the class of your vehicle and number of years of continuous driving experience without any claim made against your insurance policy. You will lose your NCD entitlement once an own damage or a third party claim is made against your policy.

### **Excess**

It is amount of loss you have to bear while your insurance company will pay for the balance of your vehicle damage claim. If you have an 'excess' on your policy, you must pay the amount of the 'excess' direct to the repairer.

### **Claims Procedures**

- You must notify the accident to us by giving notice or phone call with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the time frame stipulated in your policy.
- All accident must be reported to the Police as required by law.
- Submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incidents;
- Fully fill up the relevant sections of your claim form;

- Send your vehicle to an approved repairer so that we can inspect your vehicle before we give approval to proceed with repairs or take reasonable action to safeguard your vehicle from further loss or damage. We can refuse to pay any claim under Section A of your policy if you breach this condition;

Approved repairer shall mean:

- (a) motor repair workshops which are on Our panel of approved workshops, or
  - (b) motor repair workshops approved by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS); or
  - (c) any other repairer that We have given You a special permission to use. The circumstances under which a special permission may be granted by us includes:
    - no Approved Repairer described in (a) and (b) above is available at the location of Your Car, and We are unable to assist You in accessing the nearest workshop on Our panel or the nearest workshop approved by PIAM under PARS;
    - repairs that require special expertise from specific repairers which cannot be provided by an Approved Repairer; and
    - franchise repairers
- You must obtain our consent in writing before you repair your vehicle or incur any expenses in connection with a claim under your policy;
  - If you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage knock-for-knock (KFK) claim to us in order to expedite claims processing. Your NCD entitlement will not be affected and you can claim the excess that you had paid from the insurer of the third party.

### **Betterment Clause**

The maximum amount we will pay for the cost of repairs to Your vehicle shall be the expenses necessarily incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, you will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale: -

<b>Age of Vehicles/Years</b>	<b>Rates for Betterment (Not to exceed following %)</b>
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles: -

	<b>Age of vehicle based on:</b>
New vehicles	Date of registration
Local second hand/used vehicles	Date of original registration
Imported second hand/used vehicles	Year of manufacture
Imported reconditioned vehicles	Year of manufacture

The application of betterment shall be at Our discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

### **Important Notice**

If you sell your motor vehicle this NOTICE is IMPORTANT and MUST be complied with.

You are hereby warned that under The Road Transport Act 1987, it shall be unlawful for any person to use or permit any other person to use a motor vehicle without a valid Policy/ Certificate of Insurance.

You are further warned that on the sale of motor vehicle you must surrender the Certificate of Insurance and the Policy to us.

If the Certificate of Insurance has been lost or destroyed a Statutory Declaration to that effect must be made. Failure to comply with this obligation is an offence under the Road Transport Act 1987.

This Policy will cease to be valid once the motor vehicle has been sold to another person unless the transfer of interest has been duly notified to and agreed to by Us. If we agree to cover the new owner we will endorse the Policy accordingly and will issue a new Certificate of Insurance in the new owner's name.

### What are the major exclusions under this policy?

This policy does not cover certain losses such as:

- Your own death or bodily injury due to motor accident;
- Your liability against claims from your passengers in your vehicle; and
- Loss/damage or liability arising from an act of nature. (Example: flood, storm or landslide)
- Theft of non-factory fitted vehicle accessories unless otherwise declared.
- Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.

**Note:** This list is non-exhaustive. Please refer to the sample policy contract for full list of exclusions under this policy.

### Can I cancel my policy?

You may cancel your policy at any time by giving written notice to the insurance company. Upon cancellation, you are entitled to a refund of the premium based on pro rata if your vehicle has been insured continuously for more than twelve (12) months or short -period rates if vehicle has not been continuously insured for more than twelve (12) months within the same Company. Any minimum premium paid under the policy is not refundable. Refund premium is allowed provided no claim has arisen during the then current Period of Insurance.

### Why do I need to inform the insurance company if there are changes to your contact details?

It is important that you inform the insurance company of any changes to your contact details to ensure that all correspondence reaches you in a timely manner.

### Where can I get further information on this insurance policy?

Should you require additional information about this insurance policy, please contact us at:

#### Progressive Insurance Bhd

6th, 9th & 10th Floor  
Menara Cosway Plaza Berjaya  
No.12, Jalan Imbi  
55100 Kuala Lumpur  
Tel: (603) 2118 8000  
Fax: (603) 2118 8098  
[progressive@progressiveinsurance.com.my](mailto:progressive@progressiveinsurance.com.my)

### How to lodge a complaint and the redress available?

If you have a complaint about our product or services or you are not satisfied with the rejection or offer of settlement of a claim, you can write or call our Complaints Unit to resolve the matter. If you are still not satisfied with our decision, you may also address your complaint to either: -

#### Bank Negara Laman Informasi Nasihat dan Khidmat (BNMLINK)

Head Office  
Block D,  
Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: 03-21741515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
SMS : 15888

#### Ombudsman Perkhidmatan Kewangan

Tingkat 14, Blok Utama  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur.  
Tel: 03-2272 2811  
Fax: 03-2274 5752  
E-mail: [pertanyaan@fmb.org.my](mailto:pertanyaan@fmb.org.my)

If you have any inquiries about our "Private Car Insurance" or any other types of insurance products, please contact us or any of our branches or your insurance intermediary or visit our website: [www.progressiveinsurance.com.my](http://www.progressiveinsurance.com.my)

#### PROGRESSIVE INSURANCE BHD (197401001891) (19002-P)

<b>HEAD OFFICE</b>	6 <sup>th</sup> , 9 <sup>th</sup> & 10 Floor, Menara Cosway, Plaza Berjaya, No. 12, Jalan Imbi, 55100 Kuala Lumpur, P.O. Box 10028, 50700 Kuala Lumpur. Tel: 03-2118 8000 Fax: 03-2118 8098
<b>KOTA KINABALU</b>	Ground & 7 <sup>th</sup> Floor, Wisma Perkasa, Jalan Gaya, P.O. Box 13936, 88845 Kota Kinabalu, Sabah. Tel: 088-244 216 Fax: 088-218 004
<b>KUCHING</b>	Sublot 11 & 12, Lots 9966 & 9967, First Floor, Premium 101, Jalan Tun Jugah, 93350 Kuching. P.O. Box 2749, 93754 Kuching, Sarawak. Tel: 082-572 019, 572 030 & 572 031 Fax: 082-572 013
<b>SANDAKAN</b>	1 <sup>st</sup> Floor, Lot 1, Block 3, Bandar Indah, Mile 4, North Road, 90000 Sandakan, Sabah. Tel: 089-238 810 Fax: 089-237 709
<b>JOHOR BAHRU</b>	No. 17-01, Jalan Kebun Teh 1, Pusat Perdagangan Kebun Teh, 80250 Johor Bahru, Johor. Tel: 07-227 0991, 07-227 0992 Fax: 07-227 0996
<b>BUTTERWORTH</b>	2755, Ground & 1 <sup>st</sup> Floor, Jalan Chain Ferry, Taman Inderawasih, 13600 Prai, Seberang Prai Tengah, Penang. Tel: 04-397 7128 Fax: 04-397 7126
<b>MELAKA</b>	13-A, Jalan Melaka Raya 24, Taman Melaka Raya, 75000 Melaka. Tel: 06-288 3831 Fax: 06-288 3832

#### **IMPORTANT NOTE:**

**YOU MUST ENSURE THAT YOUR VEHICLE IS INSURED AT THE APPROPRIATE AMOUNT AS IT WILL AFFECT THE AMOUNT YOU CAN CLAIM. IN THE EVENT OF AN ACCIDENT, YOU MUST DEAL WITH APPROVED REPAIRER. IF YOU HAVE A COMPREHENSIVE COVER AND YOU ARE NOT AT FAULT, YOU ARE ADVISED TO SUBMIT YOUR CLAIM TO YOUR INSURANCE COMPANY. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.**

The information provided in this disclosure sheet is valid as at 01.03.2024