

## **PROGRESSIVE FAMILY PA PERSONAL ACCIDENT 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))*

### **How your Insurance Operates**

#### **Consumer Insurance Contracts**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, 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 you and us.

We agree to indemnify you in the manner and to the extent described in the Policy and in the Schedule in respect of events occurring during the Period of Insurance, or any subsequent period for which you pay and we accept the required premium.

#### **Definition of Words**

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule and are highlighted in the Policy by being shown in bold print, e.g. Insured, Injury etc.

#### **We/Us/Our**

Means Progressive Insurance Bhd.

#### **You/Your/Insured/Insured Person**

Means each of the persons described as such in the Schedule.

#### **Proposer**

Means the person or corporation named as the Policyholder in the Schedule. For the purpose of this definition, the words "You/Your/Insured/Insured Person" shall also refer to the Proposer in so far as they can apply.

#### **Accident**

means a sudden, unforeseen and fortuitous event.

#### **Injury/Bodily Injury**

means Injury suffered by you caused solely and directly by accident and shall exclude injury caused by sickness, disease or medical disorder.

#### **Lump Sum Benefit**

means the total amount of Compensation insured for Death or Disablement, but excluding any Weekly Benefit.

#### **Weekly Benefit**

means any Compensation payable at a rate per week.

#### **Personal Accident**

#### **We will pay you for any accident:**

The compensation for death or disablement (the benefits) as described below if the Insured Person is injured and within twelve (12) calendar months from the date of the accident is the sole cause of death or disablement.

Benefits		Compensation	
<b>A,</b>	<b>Accidental Death</b>	The Capital Sum Insured for Death specified in the <b>Schedule</b>	
<b>B.</b>	<b>Permanent Loss or Disablement</b> as specified below	A sum equal to the percentage of the Capital Sum Insured specified in the <b>Schedule</b> . The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one <b>Insured Person</b> .	
B1.	Total and permanent disablement from engaging in or attending to employment or occupation of any kind and every kind.	100%	
B2.	Total and permanent loss of all sight in one eye or both eyes	100%	
B3.	Total loss by physical severance or total and permanent loss of use of: a. one or two limbs b. one or two hands c. arm above the elbow d. arm at or below the elbow e. leg above the knee f. leg at or below the knee	100% 100% 100% 100% 100% 100%	
B4.	Permanent total insanity	100%	
B5.	Total and permanent loss of: a. Sight in one eye except perception of light b. lens of one eye	50%	
B6.	Total loss by physical severance or total and permanent loss of use of: a. thumb and four fingers of one hand b. Four fingers of one hand c. Thumb (two phalanges) d. Thumb (one phalanx) e. Index finger (three phalanges) f. Index finger (two phalanges) g. Index finger (one phalanx) h. Middle finger (three phalanges) i. Middle finger (two phalanges) j. Middle finger (one phalanx) k. Ring finger (three phalanges) l. Ring finger (two phalanges) m. Ring finger (one phalanx) n. Little finger (three phalanges) o. Little finger (two phalanges) p. Little finger (one phalanx) q. All toes of one foot r. Great toe (two phalanges) s. Great toe (one phalanx) t. Any other toe	70% 45% 25% 10% 15% 8% 4% 10% 4% 2% 8% 4% 2% 6% 3% 2% 17% 5% 2% 3%	
B7.	Total and permanent loss of: a. hearing in two ears b. hearing in one ear c. speech	75% 25% 60%	
B8.	Any permanent partial disablement not specified above other than loss of sense of taste or smell	Such percentage to be assessed by us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the <b>Insured Person's</b> employment or occupation.	
<b>C.</b>	<b>Temporary Total disablement</b> from engaging in or attending to usual employment or occupation.	The <b>Weekly Benefit</b> specified in the <b>Schedule</b>	For a period not exceeding 52 weeks from the commencement of the first Benefit to occur.

D.	<b>Medical Expenses</b> Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 104 weeks of the happening of the injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse, Chinese physician/bonesetter and/or at a hospital prescribed by such medical practitioner, physician or surgeon.	Reimbursement up to the Capital Sum Insured specified for Medical Expenses in the <b>Schedule</b> other than treatment by Chinese physician/bonesetter where the amount payable shall not exceed RM 200.00 in respect of any one injury. This Sum Insured is the limit for any one Period of Insurance.
E.	<b>Funeral Allowance</b> in the event of Benefit A (Accidental Death)	The Capital Sum Insured specified for Funeral Allowance.
F.	<b>Cremation and / or Repatriation Expenses</b> Necessarily and reasonably incurred and supported by receipted accounts from a recognised undertaker /airline transporter in the event of Benefit A (Accidental Death).	Reimbursement up to the Capital Sum Insured specified for Cremation and / or Repatriation for each Insured Person for the cost incurred in respect of conveyance of the body /remains of the <b>Insured Person</b> from anywhere in the world to his/her place of residence within Malaysia. The Sum insured is the limit of any one Period of Insurance.
G.	<b>Hospital Income</b> A daily benefit for the period that the <b>Insured</b> is confined in a hospital for treatment of Injury for a period not exceeding 180 days.	Reimbursement up to the Sum Insured specified in the Schedule for each <b>Insured Person</b> . The Sum insured is the limit for any one Period of Insurance.
H.	<b>Corrective Dental/Cosmetic Surgery</b> Medical surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 52 weeks of the happening of the injury for corrective dental and / or surgical operations to the neck, head or chest (navel up), provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse, and/or at a hospital prescribed by such medical practitioner, physician or surgeon.	Reimbursement up to the Sum Insured specified in the Schedule for any one <b>Insured Person</b> . The Sum insured is the limit for any one Period of Insurance.
I.	<b>Ambulance Fees</b> Necessarily and reasonably incurred for the emergency use of ambulance services in the event of an accident.	Reimbursement up to the Sum Insured as specified in the <b>Schedule</b> . The Sum insured is the limit for any one Period of Insurance.
J.	<b>Purchase of Orthopedic Equipment</b> Necessarily and reasonably incurred for the purchase of a wheelchair, artificial arm or leg and crutches as recommended by the attending physician and /or surgeon in the event of an accident.	Reimbursement up to the Capital Sum Insured as specified in the <b>Schedule</b> for any one Insured Person. The Sum insured is the limit for any one Period of Insurance.

#### Compensation Limits in respect of any one Insured Person

1. We shall not pay for:

- a. any specific **Accident** under Benefits B where, for that same **Accident** greater compensation is payable for another part of Benefit B which includes that specific **Benefit**,
- b. Benefit A in addition to any Benefit B if caused by the same **Accident**, except that if payment has been made under any part of Benefit B and death occurs subsequently solely caused by and within 52 weeks of the **Accident**, then **We** will pay any difference if the compensation payable for Benefit A is greater than that already paid for Benefit B.
- c. more than 100% of the Capital Sum for Benefit A or Benefit B (whichever is the higher) in any one period of insurance in aggregate for any or all of Benefits for any one **Insured Person**.
- d. Result BI until one year after the happening of the event.
- e. Benefit B8 until the total amount of compensation shall have been ascertained and agreed.

2. The compensation payable for Benefit A and B shall be reduced by the amount of any **WEEKLY BENEFITS** already paid under Benefits C (temporary total disablement) and/or D (temporary partial disablement).
3. **Weekly Benefit** shall not be payable for:
  - (a) any period of time subsequent to the death of the **Insured Person** or subsequent to Compensation becoming payable under any part of Benefit B.
  - (b) both Benefit C and D for the same period of disablement.
4. **Weekly Benefit** for either or both Benefit C and D shall be payable when the total amount has been agreed, or at the **Insured's** request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by the Company of written notice of the injury.
5. Nothing will be payable in respect of Benefit E if there is any other insurance in force covering the loss or if the **Insured** or the **Insured Person** are entitled to indemnity from any other source, provided that the Company shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

#### **OVERALL COMPENSATION LIMIT**

If there is more than one **Insured Person** under this Policy Our maximum aggregate liability in respect of all **Insured Persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit as stated in the Policy Schedule or the aggregate of the amount of Compensation payable in respect of such Insured Persons, whichever is the less.

If the aggregate amount of all claims for Injury to **Insured Persons** travelling in one conveyance exceeds the Conveyance Limit as stated in the Policy Schedule, the Company's liability in respect of each of such **Insured Persons** will be a ratable proportion of the Benefits due in respect of that Insured Person.

#### **Special Provisions**

##### **1. Exposure**

If an Insured Person suffers an Accident and thereafter in consequence of that Accident suffers death or disablement as a result of exposure to the elements; we will consider such death or disablement as having been caused by an Accident.

##### **2. Disappearance**

We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads Us to the conclusion that death was caused by an Accident. However, if at any time after payment of Compensation for such death the Insured Person is found to be living, such Compensation shall be refunded to Us.

##### **3. Drowning or Suffocation**

If an Insured Person suffers death or disablement as a result of drowning or suffocation by poisonous fumes, gas or smoke, We will consider such death or disablement as having been caused by an Accident.

#### **GENERAL EXCEPTIONS**

**We will not pay compensation for:**

1. **Accident**, death, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of event contributing concurrently or in any other sequence to the loss
  - 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.
2. **Accident caused by :**
  - (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 Organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or looting, sacking or pillage in connection with any of the aforementioned occurrences.
3. **Accident** caused by the **Insured Person** engaging in:
  - (a) air travel except as a passenger in a fully licensed passenger carrying aircraft
  - (b) any trade, technical or sporting activity or as crew in connection with an aircraft
  - (c) any trade or as a crew in connection with any ship/vessel and/or as stevedores (d) any police, armed forces, naval or air force service or operations
4. **Accident** caused by the Insured Person engaging in or practising for:
  - (a) parachuting
  - (b) hang gliding
  - (c) any kind of race (other than on foot or swimming) or trial of speed or reliability (d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes (e) underwater activities necessitating the use of compressed air or gas.

5. **Accident** caused by .
- (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) (b) pregnancy or childbirth
  - (c) insanity
  - (d) any pre-existing physical or mental defect or infirmity (e)the Insured Person being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction)
  - (f) the **Insured Person** being under the influence of alcohol, unless it can be established to Our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Accident

If We allege that by reason of these General Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon You.

## GENERAL CONDITIONS

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permit conditions precedent to the right to recover from Us.

### 1 . Duty of disclosure

#### **Consumer Insurance Contracts**

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken 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 in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew 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.

- 2. **You** must advise Us in writing as soon as **You** are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Policy. **You** may be required to pay additional premium as a result of any such change.
- 3. **We** shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and **Your** receipt or that of your legal personal representatives or of any persons to whom any benefit is expressed to be payable, shall in all cases effectively discharge **Our** liability.
- 4. The Period of Insurance is stated in the Schedule. The Policy may be terminated at any time at your request, in which case We will retain the customary short period for the time the policy has been in force. The insurance may also be terminated at Our option by sending 14 (fourteen) days notice by registered letter to You at Your last known address, in which case we shall be liable to repay on demand a rateable proportion of premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by Us.
- 5. The terms, exceptions and conditions of this Policy, so far as applicable and with necessary modifications, shall apply to the legal personal representatives of the Insured.
- 6. The eligible age for adult is a minimum of 18 years of age or a maximum of 64 years of age at time of entry. In respect of the renewal of Policy purchased before the age of sixty five (65) years, cover can be continued until the **Insured Person** reaches the age of seventy (70).  
  
Unmarried children are covered from fifteen (15) days old and under eighteen (18) or twenty-three (23) years of age if the child is registered as a full time student with an institution for higher education and is not gainfully employed.
- 7. You shall give notice to us of any insurance or insurances already effected covering any of the Benefits hereby insured, and unless such notice be given and the particulars of such insurances be stated in or endorsed on this Policy by or on behalf of us before the occurrence of any accidents, all benefits under this Policy in respect of the Accidents so insured shall be forfeited,
- 8. In the Event of Benefits being expressed as a proportion of annual salaries or wages :
  - (a) You shall declare the number of Employees (designated as the Insured Persons in the Schedule) engaged in each specified Trade or Occupation (except as otherwise stipulated by or agreed by Us) as at the date of the inception of this Policy and you shall give written notice to us of any change in these particulars without unnecessary delay and in any event within two weeks of the occurrence of such change.
  - (b) The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by You to employees during each Period of Insurance. The name of every such employee together with the amount of wages salaries and other earnings shall be duly recorded in a proper wages book. You shall at all times allow us to inspect such books and shall supply us with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry of such Period of Insurance.

## CLAIMS CONDITIONS

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, and so far as they apply, by the Insured Person or any other claimant.

1. You must report in writing to Us as soon as reasonably possible, full details of any Accident which may result in a claim under this Policy.
2. You or the Insured Person shall employ the services of a registered medical practitioner and the Insured Person shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at Your expense or at the expense of any claimant in the form and nature required.
4. The Insured Person may have to undergo further medical examination required by Us at Our expense.
5. In the event of death of the Insured Person we shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under this Policy,
7. Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to an independent arbitrator acceptable to the parties involved. Where any dispute 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 us.
8. If We offer an amount in settlement or disclaim liability altogether for a claim, and such a claim is not within twelve calendar months from the date of such an offer or disclaimer referred to arbitration as required under Condition 7 or made the subject of a pending court action, the claim shall be deemed to be abandoned and We shall have no liability in respect of it.

## THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY CONDITIONS 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 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, conditions & exceptions of this policy.

## AUTOMATIC ADDITIONS AND DELETIONS CLAUSE

It is hereby declared and agreed that additional **Insured Persons** will automatically be held covered under this Policy up to a limit as specified in the **Schedule** provided that notice of each addition be advised by you within 14 days of the date of commencement if employment and the appropriate premium paid.

Deletions of Insured Persons will be similarly effected from the date of termination of their employment.

Subject otherwise to the terms, conditions and exceptions of this Policy,

## HUNTING ENDORSEMENT

This policy shall extend to cover the **Insured Person** only whilst engaged in hunting, provided approval/permits/license to possess and use firearms for hunting purpose only.

Subject otherwise to the terms, conditions and exceptions of this Policy.

## KIDNAPPING ENDORSEMENT

This Policy extends to cover death and **Bodily Injury to Insured Person** arising from kidnapping.

Subject otherwise to the terms, conditions and exceptions of this Policy

## INSECT, SNAKE, VERMIN, ANIMALS BITES ENDORSEMENT

This Policy shall extend to cover Death and **Bodily Injury** (excluding diseases) caused thereby to Insured Person due to harmful insect, snake, vermin, animal bites.

Subject otherwise to the terms, conditions and exceptions of this Policy.

## ELECTRONIC DATE RECOGNITION EXCLUSION CLAUSE

It is noted and agreed this Policy is hereby amended as follows:

- 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:
  - 1 correctly recognize any date as its true calendar date;
  - 2 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

- 3 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 or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- 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 for 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, conditions and exceptions of this Policy

#### **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this Policy by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purpose or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If we allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon you.

Subject otherwise to the terms, conditions and exceptions of this Policy,

#### **RAPE TRAUMA ENDORSEMENT - (LIMIT – RM1,000.00)**

In the event the Insured Person is raped whilst this policy is in-force, the Company will pay the amount of compensation as specified in the Schedule for rape trauma.

Provided always that the Insured Person submits the Police Report and Medical Report to the Company.

Subject otherwise to the terms, conditions and exceptions of this Policy

#### **DENGUE RECUPERATION ENDORSEMENT - (LIMIT – RM1,000.00)**

This Policy shall extend to cover Insured Person if he or she is hospitalized due to dengue fever and the Company will pay the amount of compensation specified in the Schedule.

Provided such hospitalization is upon the requirement of the attending doctor, physician or surgeon, All claims must be evidence and supported by a medical report and proof of hospitalization. Subject otherwise to the terms, conditions and exceptions of this Policy

#### **SNATCH THEFT COMPENSATION ENDORSEMENT - (LIMIT - (RM300.00)**

In the event the Insured Person is a victim out of snatch theft, the Company will pay the amount of compensation specified in the Schedule for snatch theft.

Provided that such incident is reported to the police and any claim must be accompanied by written documentation issued by the police authority,

Subject otherwise to the terms, conditions and exceptions of this Policy

#### **UNPROVOKED MURDER, ASSAULT OR ANY ATTEMPT THREAT ENDORSEMENT**

This policy shall extend to cover death or bodily injury to the Insured Person as a result of Murder or Assault or any attempt threat excluding death or Bodily Injury sustained where the Insured Person was committing or intended to commit such act therein.

Subject otherwise to the terms, conditions and exceptions of this Policy.

#### **PAYMENT OF ACCOUNT CLAUSE**

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured Person if desired.

Subject otherwise to the terms, conditions and exceptions of this Policy.

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to extent that the provision of such cover, payment if such claim or provision of such benefit would expose that (re)insurer to any sanction\$ prohibition or restriction under United Nations resolutions or the trade economic sanctions, laws or regulations of the applicable jurisdiction, European Union, United Kingdom or United States of America.

Subject otherwise to the terms, exclusions and conditions of the policy.

#### **THE FOLLOWING CLAUSES / ENDORSEMENTS / WARRANTIES ARE NOT APPLICABLE TO THIS POLICY UNLESS STATED IN THE POLICY SCHEDULE OR ENDORSED THERE TO**

##### **CASH BEFORE COVER WARRANTY**

It is fundamental and absolute term of this contract of insurance that the full premium must be paid and received by the insurer before the insurance cover under the Policy, Endorsement or Renewal as the case may be, can commence.

Where the premium payable is received by an authorized agent of the insurer, the payment shall be deemed to be received by the insurer 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 authorized to receive such premium shall lie on the insurer.

Subject otherwise to the terms, conditions and exceptions of this Policy.

##### **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 us within sixty (60) days form the inception of this master policy/endorsement/renewal certificate.

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

Where the premium payable pursuant to this warranty is received by an authorised agent of we the payment shall be deemed to be received by us for the purpose of this warranty and the onus of proving that the premium payable was received by a person, including agent, who was not authorised to receive such premium shall lie on us.

Subject otherwise to the terms, conditions and exceptions of this Policy.

##### **COINSURANCE AND LEADER CLAUSE**

Any reference to the "Company" shall be deemed to mean the following 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 purpose this Policy shall have effect as through each-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

Subject otherwise to the terms, conditions and exceptions of 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 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 dcaj 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.*