



SABAH GROUP PERSONAL ACCIDENT SCHEME

The benefit(s) payable under eligible product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Progressive Insurance Bhd or PIDM (visit www.pidm.gov.my)

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.

Non - 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. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, 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.

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

a sudden, unforeseen and fortuitous event.

Injury/Bodily Injury

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.

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
A	Accidental Death	RM10,000.00
B.	Permanent Disablement as specified below, if occurring within 365 days after accident.	RM10,000.00
B1	Total and incurable paralysis, complete and incurable insanity or injuries resulting in permanent bedridden	100%
B2	Loss of two limbs at or above wrist or ankle	100%
B3	Loss of sight of both eyes	75%
B4	Loss of hearing of both ears	50%
B5	Loss of speech	50%
B6	Loss of one limb at or above wrist or ankle	50%
B7	Loss of sight of one eye	50%
B8	Loss of hearing of one ear	25%
C	Additional Bereavement Expenses In The Event of Accident Death	RM500.00

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**.

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 and **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

i. 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.

ii. Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** had 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.

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 renewed thereafter by mutual agreement. The Policy may be terminated with effect from renewal date by either party giving fourteen (14) days notice in writing of intention not to renew the insurance.
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. **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,

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 the Company.
8. If **We** offer an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve (12) 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 the Company 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.

FLYING ON UNSCHEDULED AIRCRAFT/HELICOPTER ENDORSEMENT

This Policy shall extend to cover the **Insured Person** whilst traveling as a passenger in an aircraft operation on unscheduled services or a single engine chartered aircraft including helicopter provided always that such aircraft and/or helicopter are licensed for the carriage of passengers and are operated by qualified pilots.

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

RUKUN TETANGGA ENDORSEMENT

This policy shall extend to include death or bodily injury to **Insured Person** arising from accident whilst on patrol during Rukun Tetangga.

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

LOSS NOTIFICATION CLAUSE (60 DAYS)

This policy will not be prejudice by any inadvertent delays, errors or omissions in notifying the **Company** of any circumstances or events giving rise or likely to give rise to a claim under this policy provided that notice be given rise to the **Company** immediately upon such occurrence coming to the knowledge of the Insured Person but not later than 60 days from the date of the occurrence.

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

MOTORCYCLING CLAUSE

This policy shall extend to cover the **Insured Person** whilst engaging in motorcycling as a driver or pillion rider for private or business purpose provided always that the **Company** shall not be liable to make any payment in respect of death or injuries arising from or attributable to the Insured engaging in racing, pace-making speed contest, reliability or other trials.

It is condition precedent to liability that the Insured wears a crash helmet of approved type in the event of motorcycling.

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

FOOD AND DRINKS CLAUSE

This policy shall extend to cover death and/ or bodily injury sustained by the **Insured Person** due to accidental poisoning by food and drinks.

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 date 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.

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 (LMA 3100)

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 the 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 or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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.

IMPORTANT—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

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-

- a) The Customer Care Officer of Progressive Insurance Bhd (197401001891 / 19002-P) ("Company") at tel: 1-800-888-458 or fax: +603 21188103. At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.
- b) Financial Markets Ombudsman Service (FMOS) at tel: 03-22722811
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.

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 the FMOS.

The address is:-

Financial Markets Ombudsman Service (FMOS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur

- c) BNMLINK (Laman Informasi Nasihat dan Khidmat) of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 or webpage: <https://bnm.gov.my/BNMLINK>.

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.

The address is:-

BNMLINK
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur

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.
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.
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, Menara Cosway, Plaza Berjaya, 12, Jalan Imbi, 55100 Kuala Lumpur or phone: 03-21188128 or 1-800-888-458 or fax: +603-21188098 or email dpo@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. For Privacy Notice, please refer to our website: www.progressiveinsurance.com.my