

## WORKMEN'S COMPENSATION 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))*

**WHEREAS** the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**Now This Policy Witnesseth** that if at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the Law(s) set out below:

Workmen's Compensation Ordinance 1952 (Federation of Malaya)  
Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya)  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996 (and any other subsequent amendments to the said Act and Enactments made effective prior to the date of the issue of the Policy)  
or at Common Law

then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

**PROVIDED ALWAYS** that in the event of any change in the Law(s) or the substitution of other legislation therefor this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

### EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

- (a) any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power
- (b) the Insured's liability to employees of contractors to the Insured
- (c) any employee who is not a "workman" within the meaning of the Law(s)
- (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material
  - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

### CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. 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 the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages, salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

7. The Company may cancel this Policy by sending fourteen days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted accordingly.
8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**THE FOLLOWING WARRANTIES/ CLAUSES AND ENDORSEMENTS SHALL APPLY TO THE POLICY:**

**COMMON LAW LIABILITY – LIMIT OF LIABILITY CLAUSE**

It is understood and agreed that notwithstanding anything stated to the contrary herein, this Policy indemnifies the Insured against all sums for which the Insured shall be liable to pay up to a maximum limit of RM 1 million as Compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and RM 2 million in the aggregate for the period.

The Company will in addition be responsible for all costs and expenses incurred with the Company's written consent but the maximum payable shall not exceed the limit of liability as stated herein.

**EMPLOYEE CONTRIBUTING TO SOCSO CLAUSE**

It is hereby declared and agreed that the insurance of this policy shall extend to cover employees who are contributing to SOCSO Employment Injury Scheme.

It is further declared and agreed that in the event of any claim for employment injury, the quantum of compensation payable shall be calculated in accordance to the Schedule of Benefits accorded under the respective Ordinance as stipulated in 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 the Company within sixty (60) days from the inception date of this policy / endorsement / renewal certificate.

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

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

Subject otherwise to the terms and conditions of this Policy.

**TERRORISM EXCLUSION ENDORSEMENT**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**WAR AND CIVIL WAR EXCLUSION CLAUSE**

This insurance does not cover any losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

War, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military, or usurped power, 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.

Losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above are also excluded.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**CONDITION PRECEDENT CLAUSE**

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

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

**TAX CLAUSE**

Please be informed that you are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) by the Malaysia tax authorities in relation to this Policy.

**THE FOLLOWING ENDORSEMENTS AND CLAUSES SHALL ONLY APPLY IF SPECIFICALLY MENTIONED IN THE SCHEDULE:**

**COINSURANCE AND LEADER CLAUSE**

Any reference to the "Company" shall be deemed to mean the Companies as specified 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 described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer is authorised to sign the Policy/Endorsement/ Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

**EMPLOYEE TO EMPLOYEE EXTENSION CLAUSE**

If any person under a contract of services or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the period of insurance and arising out of and in the course of his employment by the Insured in the business stated in the schedule the company will at the request of the Insured indemnify any other employee of the Insured engaged in such business against liability at law to pay compensation and Claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he were the Insured observe, fulfill and be subject to the terms of the policy insofar as they can apply.

**ENDORSEMENTS A & B**

A – It is hereby understood and agreed that in the event of any Workman employed by the within Insured or by the Insured's Contractors as referred to in Endorsement 'B' hereon or any dependent of such Workmen, bringing or making a claim under any Workmen's Compensation Ordinance for the time being in force in Malaysia against ANY OFFICER OF THE GOVERNMENT OF MALAYSIA for personal injury or death or disease sustained whilst at work on any Contract covered by the terms and conditions of this Policy which the Insured may be carrying out for the said officer, the Company will indemnify the said officer against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation.

B – it is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the Insured whilst engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under the Workmen's Compensation Ordinance in force in Malaysia.

**ENDORSEMENT NO. W2**

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:-

Lathes, fretsaws, boring machines, sanding machines, mechanically driven portable tools applied to the work by hand other than pendulum and swing saws.

**ENDORSEMENT NO. W15**

This Policy does not indemnify the Insured in respect of any claim arising in connection with:-

- (a) the construction, alteration or repair of buildings involving the use of at any stage of mechanically driven machinery other than motor mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.
- (b) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Insured and forms part of contract or reconstruction, alteration or repair).
- (c) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells over 20ft. in depth or any well sinking, other than artesian or tube wells.
- (d) blasting operations, quarrying or sand or gravel getting.

**ENDORSEMENT NO. W25**

This Policy does not indemnify the Insured in respect of any claim arising in connection with work on:-

- (a) Gasholders
- (b) Towers
- (c) Steeples
- (d) Bridges over 30 feet
- (e) Viaducts
- (f) Blast Furnaces
- (g) Colliery overhead winding gear
- (h) Roofs of Railways Stations and Aeroplane Sheds exceeding 30 ft. in height from ground level.

**ENDORSEMENT NO. W60**

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured in workmen in the employment of sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted, but only so far as regards claims under

The Workmen's Compensation Ordinance 1952 (Federation of Malaya) The Workmen's Compensation Ordinance 1956 (Colony of Sarawak)  
The Workmen's Compensation Ordinance 1955 (Colony of North Borneo)

including subsequent amendments to said Ordinances and Enactment passed prior to the date of this endorsement.

**ENDORSEMENT NO. W76**

In consideration of premium being paid on the total earnings of all employees not being workmen within the meaning of the: Workmen's Compensation Ordinance 1952 (Federation of Malaya)  
Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya) Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996 (and any other subsequent amendments to the said Act and Enactments made effective prior to the date of the issue of the Policy)

it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Insured as set forth in the said Schedule raise the defence that such employee is not a workman within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Policy.

**ENDORSEMENT NO. W77**

In consideration of premium being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the: Workmen's Compensation Ordinance 1952 (Federation of Malaya)  
Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya) Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996 (and any other subsequent amendments to the said Act and Enactments made effective prior to the date of the issue of the Policy)

it is hereby agreed that the within Policy is extended to indemnify the Insured in respect of his liability at Common law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of the Policy.

**ENDORSEMENT NO. W78**

This Policy does not indemnify the Insured in respect of any claim arising in connection with racing pacemaking or speed trials.

**ENDORSEMENT NO. W85**

This Policy does not indemnify the Insured in respect of any claim arising in connection with:-

- (a) the use of explosives,
- (b) the making of sewers or other excavations exceeding in any part a depth of 10 ft. from the surface,
- (c) tunneling.

**ENDORSEMENT NO. W86**

This Policy does not indemnify the Insured in respect of any claim arising in connection with :-

- (a) the use of explosives
- (b) quarrying
- (c) tunneling

**ENDORSEMENT NO. W92**

This Policy does not indemnify the Insured in respect of any claim arising in connection with wells exceeding a depth of 20ft. from the surface or in connection with the sinking or digging of wells other than Artesian or Tube wells.

**ENDORSEMENT NO. W192**

This Policy does not indemnify the Insured in respect of any claim arising in connection with felling, sawing or carting of trees other than light trees not exceeding 20 ft. in height to be used for scaffolding or carrying poles.

**ENDORSEMENT NO. W194**

In consideration of premium being paid on the total payment to Contractors who contract to provide labour only, it is hereby agreed that in the event of accident sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Insured in connection with the work in respect of which this is granted, the Company will not raise the defence that there is no contract of service between the Insured and such contractors or workmen engaged by such Contractors.

**ENDORSEMENT NO. W197**

In consideration of premium being paid on total payments made to Progressive Insurance Bhd. the Company agrees that the defence will not be raised to a claim to compensation under the Workmen's Compensation Law mentioned in the within policy and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workman within the meaning of the said Workmen's Compensation Laws.

Provided always that such compensation shall only be payable where the Contractor or his dependents as the case may be agreed to accept it in full satisfaction and discharge of all claims against the Insured.

**ENDORSEMENT NO. W230**

It is hereby understood and agreed that this Policy is extended to indemnify any Principal (hereinafter called the Principal) against liability under the Law(s) or at Common Law in like manner to the Insured but only so far as concerns the liability of the Principal to employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal.

Provided always that

- (1) the Company shall not be liable at Common Law in respect of any injury by accident or disease due to or resulting from any act default or neglect of the Principal his servants or agents.
- (2) the Principal shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy insofar as they can apply.
- (3) the Company shall have full conduct and control of all claims in respect of which indemnity is granted by this Endorsement.

**ENDORSEMENT NO. W231**

Notwithstanding anything stated to the contrary in this Policy, and subject to condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period of insurance, the liability of the company in respect of any claim under this policy shall be proportionately reduced and the Insured shall be considered as his own Insurer for the difference.

**LOSS NOTIFICATION CLAUSE**

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim under this Policy provided:  
Such delay in notification shall not exceed the period stated in the Schedule from date of occurrence of loss.

The Company's right to recover (in the name of Insured or otherwise) from any responsible party for the loss shall not have been prejudiced. The burden of proving that a loss has occurred shall be upon the Insured.

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

**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

- 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:-*

  - 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 them 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.*
  - 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 dicalai 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
  - 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)
- 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.*
- 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.*
- 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 pemedanan 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 pembedulan 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.*