

## FOREWORD

The Policy, Schedule/Certificate of Insurance and any Endorsement should be read as one contract.

WHEREAS You/the Insured by an application and declaration which are duly incorporated herein has applied to AmGeneral Insurance Berhad for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

We will insure You/the Insured as described in this Policy and policy schedule/certificate of insurance during any period of insurance for which we have accepted your/the Insured premium provided all the terms and conditions of the Policy are complied with.

This is a legal document and should be kept in a safe place.

Please read the Policy and Schedule carefully. If they do not meet Your/the Insured needs return them to Your/the Insured agent, broker or any one of the Company's branches nearest to You/the Insured.

The policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by You/the Insured, which You/the Insured knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgment of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without intention to defraud the Company.

## MAKING A CLAIM

First check the Schedule and the relevant Policy Section to make sure that what You/the Insured are claiming for is insured.

Please inform the agent, broker or any one of the Company's branches nearest to You/the Insured as soon as possible by telephone or letter that You/the Insured wish to make a claim. A Claim Form will be sent to You/the Insured and You/the Insured must complete and return it with any supporting evidence that we require within the time stipulated under the Policy conditions.

The Policy Conditions Section explains the full conditions relating to claims.

The Company may send someone to see You/the Insured. This person may be one of our claim inspectors or an independent loss adjuster appointed by the Company. His job is to advise You/the Insured what to do immediately and to tell You/the Insured what further information will be required to make the claim. When all the necessary information is available, his report will be submitted to the Company and this report will be the basis on which the claim will be assessed.

## LODGING COMPLAINTS

Insured/Insured Person who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:-

- |    |   |    |  |
|----|---|----|--|
| a) | Complaints Management Unit<br>AmGeneral Insurance Berhad<br>Menara Shell<br>No.211, Jalan Tun Sambanthan<br>50470 Kuala Lumpur<br>Tel: 03-2268 3333<br>Fax: 03-2268 2222        | b) | Ombudsman for Financial Services (OFS)<br>Level 14, Main Block<br>Menara Takaful Malaysia<br>No.4, Jalan Sultan Sulaiman<br>50000 Kuala Lumpur<br>Tel: 03-2272 2811<br>Fax: 03-2272 1577 |
| c) | Laman Informasi Nasihat dan Khidmat (LINK)<br>Tingkat Bawah, Blok C<br>Bank Negara Malaysia<br>Peti Surat 10922<br>50929 Kuala Lumpur<br>Tel: 1300 88 5465<br>Fax: 03-2174 1515 |    |  |
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**Customer Contact Centre**

Tel Call 1 300 80 3030 at local rates

General line +603 2268 3333

Email customer@amassurance.com.my

**AUTOMATIC TRAVEL INSURANCE POLICY**STAMP  
DUTY  
PAID

**WHEREAS** the Insurer / Insured Person by an application and declaration which are duly incorporated herein has applied to AmGeneral Insurance Berhad for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

Having received and accepted Your first premium, and any subsequent premiums required, **AmGeneral Insurance Berhad** agrees to cover the Insured Person (s) against loss covered by this Policy subject to and in accordance with the exclusions, limitations, provisions, terms and conditions described herein.

**AREA OF TRAVEL**

Worldwide including USA/Canada.

**OPERATION OF COVER**

The cover commences when You whilst riding as a passenger in or on boarding or alighting from any land, water or air conveyance operated by a common carrier under a license for transportation of passengers.

Provided that the **Your** full and total fare for such trip by air/sea/land has been charged by the **AmBank's Cardholders** to their **Card Type** Account.

**PART 1 - COVERAGE****SECTION 1 – PERSONAL ACCIDENT**

If You sustain accidental death or bodily injuries during Your trip, the following benefits will be paid

BENEFITS	CAPITAL SUM INSURED (RM)		
	Card Type 1	Card Type 2	Card Type 3
<b>Section 1 – Personal Accident</b>			
A. Death	500,000	1,000,000	2,000,000
B. Total & Irrecoverable loss of sight or Loss of Both Limbs	500,000	1,000,000	2,000,000
C. Total & Irrecoverable loss of sight of one eye	500,000	1,000,000	2,000,000
D. Loss of, or loss of use of one limb	500,000	1,000,000	2,000,000
E. Loss of, or loss of use of two limb	500,000	1,000,000	2,000,000
F. Total & Irrecoverable loss of sight of one eye and loss of, or loss of use of one limb	500,000	1,000,000	2,000,000

\* Each dependant Child is entitled to 25% of the insured Capital Sum Insured Limit.

The maximum aggregate amount of all benefits payable for one or more injuries sustained by the Insured Person during the period of insurance shall not exceed the Capital Sum Insured stated under Benefit A.

**EXTENSION****Disappearance and Exposure**

Disappearance of the Insured Person (s) shall be considered to constitute a claim under this policy if after a period of one year from the date of accident the Insurers having examined all evidences available shall have no reasons to suppose other than that the Insured Person (s) has suffered an accidental death.

If at any time after payment has been made the Insured Person (s) is found to be living any sum or sums paid by the Insurers in settlement of a claim shall be refunded to them.

Death or bodily injury caused by the effects of exposure to weather elements resulting directly from a mishap to a conveyance in which the Insured Person (s) is traveling shall be deemed to have resulted from accidental bodily injury for the purpose of this insurance.

## **SECTION 2 – MISSED FLIGHT CONNECTION/OVERBOOKED FLIGHT**

We will reimburse the Insured Person (s) for reasonable and necessary expenses incurred at the place of departure or missed flight connection,

- a) If the confirmation onward connecting scheduled flight is missed at the transfer point due to the late arrival of Your incoming confirmed connecting flight, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of Your incoming flight.
- b) If the Insured Person (s) is denied boarding of an aircraft on a commercial flight due to over-booking, and No alternative transportation is made available to You within four (4) hours of the scheduled departure time of such flight

In respect of:

- a) restaurant meals or refreshments, telephone calls
- b) where accommodation is required
  - accommodation costs
  - transportation costs to and from accommodation
  - emergency purchases of essential clothing and requisites if luggage has been checked in up to the limit of indemnity as specified under Part 2- Schedule of Benefits under Section 2

## **SECTION 3 – DELAYED FLIGHT**

We will reimburse the Insured Person (s) up the limit of indemnity as specified under Part 2- Schedule of Benefits under Section 3, for reasonable and necessary expenses incurred at the place of departure, if the departure of the scheduled public conveyance in which the Insured Person (s) has arranged to travel is delayed for at least four (4) hours from the time specified in the itinerary supplied to the Insured Person (s).

In respect of

- a) restaurant meals or refreshments, telephone calls
- b) where accommodation is required
  - accommodation costs
  - transportation costs to and from accommodation
  - emergency purchases of essential clothing and requisites if luggage has been checked in

Exclusion applicable to Section 3

- a) Failure of the Insured Person (s) to check in according to the itinerary supplied to him or failure to obtain a written confirmation from the carriers or their handling agents of the number of hours of delay
- b) Your late arrival at the airport or port after check-in or booking-in time (except due to strike or industrial action)

## **SECTION 4 – LUGGAGE DELAY EXPENSES**

We will reimburse the Insured Person (s) up to the limit of indemnity under Part 2- Schedule of Benefits under Section 4, for reasonable and necessary expenses incurred in respect of emergency purchases of essential items of clothing or requisites consequent upon the checked-in luggage is not delivered to the Insured Person (s) for a least six (6) hours from the time of arrival at Your destination.

Exclusion applicable to Section 4

- a) Baggage delay not immediately reported to the Carrier
- b) Baggage delay which You have received compensation from the Carrier
- c) Baggage delay on Your return journey to Malaysia
- d) Any purchases made after You have received Your baggage

## **SECTION 5 – LUGGAGE LOSS EXPENSES**

We will reimburse the Insured Person (s) up to the limit of indemnity under Part 2- Schedule of Benefits under Section 5, for loss of Luggage or luggage is not delivered to the Insured Person (s) within forty eight (48) hours of arrival at the scheduled destination point of Insured Person (s) for charges incurred within 120 hours of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites in addition to those payable under Section 3.

Exclusion applicable to Section 5

- a) Loss of Baggage not immediately reported to the Carrier
- b) Loss of Baggage on Your return journey to Malaysia
- c) Any purchases made after You have recovered Your loss baggage

## PART 2 - SCHEDULE OF BENEFITS

BENEFITS	CAPITAL SUM INSURED (RM)		
	Card Type 1	Card Type 2	Card Type 3
<b>Section 2 - Missed Flight Connection/Overbooked Flight</b>			
- Cardholder	600	800	3,000
- Combined Cardholder/Spouse/ Children	1,200	1,600	6,000
<b>Section 3 - Delayed Flight</b>			
- Cardholder	600	800	1,000
- Combined Cardholder/Spouse/ Children	1,200	1,600	2,000
<b>Section 4 - Luggage Delayed Expenses</b>			
- Cardholder	600	800	3,000
- Combined Cardholder/Spouse/ Children	1,200	1,600	6,000
<b>Section 5 - Luggage Loss Expenses</b>			
- Cardholder	1,300	1,600	6,000
- Cardholder Deductible	100	100	100
- Combined Cardholder/Spouse/ Children	2,600	3,200	12,000
- Combined Cardholder/Spouse/ Children Deductible	150	150	150

**NOTE: THE BENEFITS ARE PAYABLE ONLY IF ALL EXPENSES INCURRED ARE CHARGED TO THE CARD ACCOUNT MAINTAINED BY THE CARDHOLDERS WITH THE INSURED PERSON**

## PART 3 - GENERAL DEFINITIONS

For the purpose of this Policy, the following definitions apply: -

1. **ACCIDENT**  
Means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury. (Occurring within twelve (12) calendar months of the Accident)
2. **AGE**  
Means age as of Next Birthday.
3. **BODILY INJURY**  
Means bodily injury resulting solely and directly from violent, accidental, external and visible means and does not include sickness, disease or any naturally occurring condition or degenerative disease.
4. **CARDHOLDER**  
Means a valid holder AmBank's Visa/Master Card issued by the Issuer and billed in Malaysia.
5. **CARD TYPE**  
Means the Cardholder (basic or supplementary card) type as follows:  
  
  - Card Type 1 : AmBank's Gold Cardholder
  - Card Type 2 : AmBank's Platinum, AmBank's Visa Signature, AmBank's M-Gold Cardholder
  - Card Type 3 : AmBank's Visa Infinite, AmBank's World MasterCard, AmBank's M-Platinum, AmBank's M-Signature Cardholder
6. **INSURER / COMPANY / WE / US / OUR**  
Means AmGeneral Insurance Berhad
7. **INSURED PERSON / YOU / YOUR / YOURSELF**  
Means AmBank (M) Berhad's Cardholder or any one of his Family Members who are below the age of 70 years and as defined herein
8. **FAMILY MEMBERS**
  - Means the Cardholder's legally married spouse(s) and
  - All Cardholder's legally dependant children who are unemployed and unmarried from the age of 5 years old to 17 years old or up to 25 years old, if he/she is studying full-time in a recognized institution of higher learning.
9. **LOSS OF LIMB**  
Means permanent total loss of use or loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.
10. **PERMANENT DISABLEMENT**  
Means a state of incapacity caused by the Insured Person suffering Bodily Injury resulting in his/her permanent and total disablement from gainful employment of any and every kind. This includes the Insured Person being permanently bedridden and totally paralysed.
11. **POLICYHOLDER / POLICYOWNER**  
Means a person or a corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Person(s) in this Policy.
12. **PUBLIC CONVEYANCE**  
Means legally licensed public transportation carrying passengers in return for a fare.
13. **SCHEDULE / POLICY SCHEDULE**  
Means the Schedule which is attached to and forming part of this Policy.

14. **CAPITAL SUM INSURED**  
Means the limit of our liability under this insurance.
15. **TRIP**  
Means the journey commencing from the time You leave Your place of residence or business (whichever is the later) for a direct journey to the place of embarkation in Malaysia to commence travel to the intended destination(s) in any event not to commence more than 24 hours prior to booked departure time and ceases on whichever of the following that occurs first:  
(a) Your return to the permanent place of residence or business (whichever is the earlier) in Malaysia; or  
(b) 24 hours after arrival in Malaysia.  
The duration for each trip under "Per Trip" shall not exceed 95 consecutive days from the commencement date of trip, unlimited number of trips within the period of insurance.

#### PART 4 - GENERAL EXCLUSIONS

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising, strike riot and civil commotion;
2. Insanity, suicide (whether sane or insane) or any attempt threat, intentional self-inflicted injuries;
3. Any form of disease, infection or parasites including malaria, dengue fever and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) Japanese Encephalitis;
4. Childbirth, miscarriage, pregnancy or any complications thereof;
5. Provoked murder or assault;
6. While travelling in an aircraft or ship as a member of the crew, except only as a fare-paying passenger in an aircraft or ship licensed for passenger service;
7. While committing or attempting to commit any unlawful act;
8. While participating in any professional sports;
9. Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding 50 meters in depth, professional mountaineering involving the use of ropes or mechanical guides;
10. Racing (other than on foot), pace-making, speed or reliability trails;
11. Ionization, radiation or contamination by radioactivity, nuclear weapons material;
12. Riding/driving without a valid driving license;
13. While participating in a brawl/strike/riot/civil commotion or demonstration;
14. a) asbestos, or  
b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos;
15. 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
16. Any act of terrorism, For this purpose 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 organisation(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;
17. Any pre-existing physical defect/infirmary fits of any kind, disease or sickness of any kind

#### PART 5 - CLAIMS

All certificates, information and evidence required by the Company shall furnished at the expense of the **Insured Person** or the Insured Person's legal personal representative and shall be in such form and of such nature as the Company may prescribe, no later than **twenty one (21)** days after the event giving rise to the claim to;

AmGeneral Insurance Berhad  
Menara Shell,  
No.211, Jalan Tun Sambanthan,  
50470 Kuala Lumpur,  
W.P. Kuala Lumpur, Malaysia

together with the following documents: -

- i) Record of charge form verifying that relevant flight ticket was charged to **AmBank (M) Berhad** Account.
- ii) A signed and dated copy of the property irregularity report obtained the airline.
- iii) A photocopy of the **Insured Person's** Airline Boarding Pass.
- iv) In respect of flight inconvenience coverage for connections, details of the missed connecting flight, the date of the flight, the time of the connection and the source of the additional hotel and restaurant charges.
- v) Copies of any receipts which will document the **AmBank (M) Berhad** card charges.
- vi) Copies of any additional information which will help the Insurer verify the claim for loss or inconvenience.

For **Section 1**

- i) Notice of Injury on which the claim may be based on and which is covered by this Policy, must be given in writing to the Company within 14 days after the occurrence. The Company, upon receipt of such notice shall furnish the Insured Person with a claim form for the filing of proof of claims.
- ii) In case of death, reasonable notice shall be given to the Company before burial or cremation and the Company may request to be represented at a post-mortem or examination of the body of the Insured Person. The Company shall have the right and opportunity to conduct an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place of any inquest appointed shall be given to the Company.

For **Section 4 & 5**, in respect of lost or delayed luggage losses, to furnish the Insurer with the following information:

- i) Details on how the loss occurred and the following information :
  - 1) Date of Loss
  - 2) Name of Insured Person
  - 3) Departure and destination points and time
  - 4) Air-carriers identity and flight number
  - 5) Description of the circumstances causing the loss of luggage
- ii) A copy of the boarding pass or the luggage check.
- iii) Full details of the expenses together with the original receipt for which reimbursement is claimed.

Benefits payable under the Insurance in respect of valid claims will be payable by cheque.

(a) **Claims Forms and Proof of Loss**

**Written notice** of claim must be given to the Insurer within **twenty one (21)** days after the occurrence or commencement of any loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Insurer at its office in Malaysia with information sufficient to identify the **Insured Person** shall be deemed notice to the Insurer.

Upon receipt of a written notice of claim, the Insurer will furnish to the claimant claim forms for filing proofs of loss. If such forms are not furnished within twenty one (21) days, after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss of which claim is made by the claimant.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of loss. Failure to furnish such notice shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. Provided such proof is furnished as soon as reasonably possible.

All evidence, proof, information, accounts, receipts, certificates, statements, reports and any other documents required by the Insurer shall be furnished at expenses of the claimant and shall be in such form and of such nature as the Insurer may prescribe.

(b) **Payment of Claim**

Indemnity for loss of life will be payable to the estate of the **Insured Person**. All other indemnities for any other class of injury will be payable to the **Insured Person**.

If any indemnity of this Policy shall be payable to the estate of the **Insured Person** or to an **Insured Person** who is a minor or otherwise not competent to give a valid release, the Insurer may pay such indemnity to his trustee. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

## PART 6 - GENERAL CONDITIONS

1. **ALTERATIONS**

The Company reserves the right to amend the terms and conditions of this Policy and such alteration to this Policy shall be valid if authorised by the Company and endorsed hereon. The Company should give a written notice to the Policyholder according to the last recorded address for any alterations made.

2. **MISREPRESENTATION / FRAUD**

The Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured Person, which the Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgment of any prudent Insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the Company.

3. **NOTICE OF TRUST OR ASSIGNMENT**

The Insurer shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy.

4. **MAXIMUM LIMIT OF INDEMNITY**

Duplicate or multiple AmBank (M) Berhad Cards shall not obligate the Insurer to pay in excess of the limit stated for expenses incurred by any **Insured Person** as a result of any one incident covered under the Policy. In the event that a Cardholder is accompanied by his or her Family Members who are not supplementary cardholder, cover for all charges incurred under that AmBank (M) Berhad Account as the result of any one incident will be limited to the maximum amount specified under Schedule of Benefits.

5. **APPLICABLE LAW**

This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and Malaysian Courts shall have exclusive jurisdiction hereto.

6. **CHANGE OF ADDRESS OR PARTICULARS**

The Policyholder shall give immediate notice to the Company of any change in his name, residence, business or occupation. The Named Person shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which the Insured Person has been affected or has knowledge of.

7. **CONDITION PRECEDENT TO LIABILITY**

The Insured Person shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured Person and which affects the liability of the Company to make any payment under this Policy.

8. **THE CONTRACT**

This Policy, Schedule/Certificate of Insurance and Endorsement shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule/Certificate of Insurance and Endorsement shall bear such specific meaning wherever it may appear.

9. **CONFIDENTIALITY**

We agree to keep the information obtained from the Insured Person pursuant to the Policy strictly and highly confidential in nature and shall not disclose or divulge same to any third party unless

- a) Authorised by the Insured Person, or
- b) Required by law or applicable regulation, or
- c) Necessitated by the Insured Person in the course of their business

10. **CURRENCY AND EXCHANGE RATES**

All premiums shall be paid in Malaysian Ringgit. In the event the Insured Person is admitted into a hospital and/or receives medical treatment outside Malaysia and renders bills in a currency other than Malaysian Ringgit, the Company shall indemnify the Insured Person or the Insured Person's legal personal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the Insured Person is discharge from hospital.

11. **PREMIUM CALCULATION AND PAYMENT**

Annual premium is calculated by applying the rate stipulated in the Policy Schedule against the actual number of cardholder in force at the expiring period of insurance.

1st Premium

- Based on the estimated number of cardholder in force declared by the Policyholder.

Subsequent Quarterly

- Policyholder is to declare to Insurer at the end of each quarter on the actual cardholder in force for the quarter.
- Payment/ refund premium will be made when there is any difference of premium of the cardholder declared for the quarter.

12. **TERMINATION OF INSURANCE**

**(a) Termination by the Policyholder**

If the Policyholder gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is earlier. In the event premium has been paid for, the Company will return a proportion of the Premiums correspondence to the un-expired Period of Insurance. This cancellation and/or termination shall render this Policy and the contract of insurance between the Company and the Insured Person null and void.

**(b) Termination by the Company**

The Company may give notice of termination by registered post to the Policyholder at his or her last known address. Such termination shall become effective seven days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to the Insured Person provided that no claim has been made during the current Period of Insurance.

**(c) Automatic Termination**

This Policy shall lapse/terminate at 12.00 am mid-night (standard Malaysian time) on the last day of the Period of Insurance, when the Insured Person ceased to be an eligible Cardholder

13. **Limit per Conveyance**

The Company's maximum limit of liability in respect of all Insured Persons traveling in the same conveyance shall not exceed RM15,000,000 per policy or otherwise stated in the policy schedule. In the event the said limit for any one accident is insufficient to pay the full amount payable for each Insured Person, then the amount payable for each Insured Person shall be in the proportion that the limit of indemnity for any one accident bears to the total amount of insurance that would have been payable for such limit of Indemnity.



## PART 7 – CLAIMS EXPERIENCE REFUND

It is hereby declared and agreed that after the expiry of twelve (12) months from the inception date of the policy and following the receipt by the underwriter of the premium due in respect of the twelve months period, the underwriter hereby agree to refund to the Insured Claims Experience Refund of 10% on the Net Profit with the following conditions:-

- a. The policy must not be cancelled or terminated during the twelve (12) months period.
- b. The Claims Experience Refund is to be calculated three (3) months after the expiry of twelve (12) months period of the Policy.
- c. The Policy is renewed with the Company for a consecutive period of 12 months
- d. The loss ratio is less than 60% in respect of any one policy year

In the event the Claims Experience Refund has been paid and the renewal policy has been terminated, the Company reserves the right to recover from the Insured the paid amount.

### Definition

1. **NET PROFIT**  
Premium Income Less Outgo
2. **OUTGO**
  - a) 30% of Gross Premium for Management Expenses
  - b) Claims and Claims Expenses Paid Less Recoveries
  - c) Reserve for Outstanding Claims during the twelve (12) months period at the time the claim experience refund is calculated.
3. **LOSS RATIO**  
Is the percentage of Outgo to Net Premium
4. **NET PREMIUMS**  
Are Gross Premiums paid less returns less discount and/or commission and/or brokerage and less 15% on Gross Premiums for management cost and do not include Government levies, duties, taxes etc.

## PART 8 - 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 Insurer 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 insurer shall be entitled to the pro rata premium for the period they have been on risks.

Where the premium payable pursuant to this warranty is received by an authorised 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 authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this Policy.