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BUSINESS BUDDY

POLICY WORDING

Phnom Penh | Siem Reap

325 Mao Tse Toung Boulevard • Phnom Penh • Cambodia • Tel: (+855) 023 885 077 / 066 • Fax: (+855) 023 986 922 / 882 798 • Email: info@forteinsurance.com
Mondul Stat Chas • Salakanseng Village • Svay Dangkum Commune • Siem Reap City • Siem Reap Province • Cambodia (North Opposite to National Museum)
• Tel: (+855) 063 963 355 • Fax: (+855) 063 963 610 • Email: srp@forteinsurance.com

Website: www.forteinsurance.com

FORTE
INSURANCE

Forte Insurance (Cambodia) Plc. Welcomes you as a Policy Holder and we take this opportunity to recommend that you thoroughly examine this document which sets out the limitations and benefits of the insurance. Please store in a safe place.
Should you have any query, please contact your Agent, Broker or our FORTE Office, especially if the insurance is not completely in accordance with your intentions.
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 Contract of the Insured and the Company

Where the Insured has made to FORTE INSURANCE (CAMBODIA) Plc. (hereinafter call "the Company") a written proposal and declaration which together with all statements made in writing including renewal declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of:

- the payment of the Premium as stipulated in the Premium Warranty Clause, and
- the due observance and fulfillment of the terms and conditions of this Policy or of any renewal thereof insofar they relate to anything to be done of complied with by the Insured and/or the Insured Person, and

subject to the terms conditions exclusions and memoranda contained herein or endorsed hereon, the Company indemnify the Insured against the events set out in the section operatives and occurring in connection with the business during the Period of Insurance stated in the Schedule and all subsequent period for which the Insured shall have paid and the Company shall have accepted a Renewal Premium, up to the limit of the sum insured specified in the Schedule

In witness whereof this Policy has been signed by and on behalf of the Company.

Carlo Cheo
Managing Director

Definitions

- "Building" means the building at the situation(s) as stated in the Schedule including landlord's fixtures, fittings therein and structural, walls, gates, fences, small outbuildings, extensions, annexes, gangways as any improvement of structural nature within or immediately adjoining the boundaries of the situation insured by this Policy.
- "Death" means accidental death arising directly or indirectly by accidental means.

- "Furniture, Fixture & Fittings" means furniture, fixture, fittings and office equipment of all description, tenant's improvements at the Insured's situation(s) as specified in the Schedule and all other contents therein and thereon.
- "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which

- has organised facilities for diagnosis, treatment and major surgery;
- provides twenty-four hours a day nursing services by registered nurses;
- is under the supervision of a physician; and
- is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

- "Injury" means bodily injury to the Insured Person caused solely and directly by accidental means (excluding any sickness, disease or medical disorder).

- "Medical Expenses" means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred within one calendar year of sustaining injury and paid by the Insured Person or by the Insured in respect of the Insured Person to a legally, qualified medical practitioner, dentist, registered nurse, hospital or ambulance service of medical, surgical, X-ray, CT scan, hospital or nursing treatment, including the costs of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

- "Period of Insurance" means the period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a Renewal Premium.

- "Plant & Machinery" means all plant, machinery, utensils and tools of trade of all description.

- "Rent" means rent of each of the buildings issued by this Policy in proportion to the Sum Insured thereon subject to the Rent Clause.

- "Stock-In-Trade" means stock-in-trade and merchandise, the Insured's own or held in trust or on commission for which they are responsible including work in progress whilst at the Insured's situation(s) and elsewhere as specified in the Schedule.

- "Vehicle" means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.

- "Watercraft" means any vessel craft or thing made or intended to float on or in or travel on or through water.

Section I: Fire & Perils

1.1 Coverage

The Company agrees (subject to the condition contained herein or endorsed hereon which conditions shall so far as the nature of them respectively will permit to be deemed conditions precedent to the right of the Insured to recover hereunder) that if the Property described in the Schedule, or any part of such Property is destroyed or damaged by

- fire or
- lightning

at any time during the Period of Insurance stated in the Schedule.

The Company will pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damages provided that the liability of the Company shall not exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole total Sum Insured or such other sum or sums as may be substituted therefore by Endorsement hereon or attached hereto signed by or on behalf of the Company.

1.2 Additional Perils

The insurance under this Policy shall, provided that:

- the liability of the Company shall in no case under these Additional Perils and the Policy exceed the Sum Insured by each item of the Policy.
- all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or

damage by fire applicable for item (1), (4) and (7)

extend to cover additional perils for:

(1) Aircraft Damage

Loss of or damage to the property insured (by fire or otherwise) directly caused by aircraft and other aerial devices and/or articles dropped or damon articles dropped or damage caused by any aircraft for which permission to land has been extended by the Insured.

(2) Bursting or Overflowing of Water Tanks Apparatus or Pipes

Loss of or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding:

- loss or damage caused whilst the premises are untenanted
- loss or damage by water discharged or leaking from an installation of automatic sprinklers

(3) Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm and Flood

Loss or damage to the property insured (by fire or otherwise) directly caused by

- earthquake, volcanic eruption;
- hurricane, cyclone, typhoon and windstorm and
- flood (including overflow of the sea).

(4) Explosion

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

(5) Full Flood

Loss of or damage to the property insured directly caused by flood, meaning the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding:

- loss or damage caused by subsidence or landslip
- loss of or damage to fences, gates, goods stored in the open or goods in transit

(6) Impact Damage

Loss of or damage to the property described in the Schedule and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicle not belonging to or under the control of the Insured or any member of his family or any person in or upon the Insured's service.

(7) Smoke Damage

Loss of or damage to the property insured directly caused by smoke due to a sudden unusual and faulty operation of any heating or cooking unit only when such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described premise but not smoke from fireplaces or industrial apparatus.

(8) Spontaneous Combustion

Loss of or damage to the property insured caused by its own spontaneous combustion, notwithstanding anything stated to the contrary in the printed conditions of the Policy.

1.3 Additional Extensions

The insurance under this Policy extend to cover loss or damage under the following extensions provided always that the liability of the Company under this Policy and endorsement in respect of any loss or damage shall not in any way exceed the Sum Insured specified in the Schedule:

(1) All Other Contents (USD 1,000.00)

It is agreed that the term "All Other Contents", is understood to include:

- Money and stamps not otherwise specifically insured for an amount not exceeding USD 200.00;
- Documents, manuscripts and business books but only for the value of the materials as stationery, together with the costs of clerical labour expended in writing up and not for value to the Insured of the information contained therein and for an amount not exceeding USD 200.00;
- Computer Systems Records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding USD 200.00;
- Patterns, models, moulds, plans and designs, for an amount not exceeding USD 200.00 so far as they are not otherwise insured;
- Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding USD 200.00.

(2) Alteration and Repairs

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this Insurance.

(3) Automatic Reinstatement of Loss

In the event of loss or damage by any the perils insured against to the property above described and in the absence of written notice by the Company or the Insured to the contrary the amount of insurance cancelled by loss is to be automatically reinstated as from the date of loss. The Insured undertaking to pay such premium which may be required for such reinstatement from the date.

(4) Fire Extinguishing Costs (USD 500.00)

The cost of replenishment of the fighting appliances and destruction of or damage to such appliances (including employees clothing and personal effects) unless otherwise specifically insured provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately

threatening to involve such property.

(5) Removal of Debris (5% of Adjusted Claim)

The cost of Removal of Debris, demolition and any temporary repairs necessary (including Insured's legal liability for the cost of Removal of Debris, demolition and temporary repairs in regard to adjoining premises, roadways or waterways, as well as on the site), consequent upon the destruction of or damage to property insured by Section 1 of this Policy occasioned by fire or any other peril thereby insured against. As regards any one such fire or occurrence the amount shown in the schedule or not exceeding five percent (5%) of the adjusted claim.

1.4 Special Benefit - Loss of Profit (3% of Adjusted Claim)

The insurance under this policy is extended to cover loss of profit that follow the event(s) specified in clause 1.1 and/or 1.2 with a fixed amount three percent (3%) of the adjusted claim provided that the liability of the Company shall not exceed the Sum Insured expressed in the Schedule to be insured thereon or in the whole total Sum Insured or such other sum or sums as may be substituted therefore by Endorsement hereon or attached hereto signed by or on behalf of the Company.

1.5 Exclusions

(1) Risk not covered

This insurance does not cover:

- loss by theft during or after the occurrence of a fire
- loss or damage occasioned by or through or in consequence of
 - the burning of property by order of any public authority
 - subterranean fire
- goods held in trust or on commission
- bullion or unset precious stones
- any curiosity or works of art for an amount exceeding USD 200.00
- coal, against loss or damage occasioned by its own spontaneous combustion

- any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise of forests, bush, prairie, pampas or jungle and the clearing of lands by fire

(2) Fallen Buildings

All Insurance under this Policy

- on any building or part of any building,
- on any property contained in any building,
- on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- of such building or of any part thereof,
- of the whole or any part of any range of buildings or of any structure of which such building forms part

1.6 Conditions

(1) Excess/Excesses

The Company will deduct excess(es) which is the amount or amounts shown in the Schedule from each and every claim under Section 1.

(2) Marine Clause

This insurance does not cover any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

(3) Right of Company

On the happening of any loss of or damage to any of the property insured by this Policy, the Company may:

- enter and take and keep possession of the building or premises where the loss or damage has happened.
- take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- sell any such property or dispose of the same of whom it may concern.

Section II: Public Liability

2.1 Coverage

The Company will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay for compensation in respect of

- bodily injury (which expression includes death and illness)
- damage to property (which expression includes loss of property)

occurring during the Period of Insurance as a result of an accident and happening in connection with the business carried on at and from any place specified in the Schedule provided that the liability of the Company under the Policy for all compensation payable as a result of

- fire flood or explosion occurring during any one Period of Insurance
- any occurrence or number of occurrences arising directly or indirectly from one source or original cause (including fire flood or explosion)

but the Company will also pay in connection with claims in respect of which the Insured is entitled to indemnify under the Policy or in respect of which if sustained the Insured would be so entitled all law costs and all charges and expenses incurred in the settlement or

defence of claims or litigation arising therefrom where such costs charges and expenses are incurred by the Company or by the Insured with the written consent of the Company and all law costs charges and expenses recoverable from the Insured by any claimant.

2.2 Additional Extensions

The insurance under this Policy shall, provided always that the liability of the Company under this Policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the limit of indemnity specified in this Policy, extend to cover legal liability of the Insured under the following extensions

(1) First Aid Facilities

arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

(2) Loading and Unloading

in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriageway or thoroughfare in connection with:

- the bringing of the load to such vehicle for loading thereon,
- the taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle

(3) Neon/Advertising Signs

arising out of accidents caused by or through the Neon/Advertising Signs installation belonging to the Insured warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the Neon/Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said Neon/Advertising Signs after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting same.

2.3 Exclusions

The Company shall not liable for claims:

(1) Aircraft Landing

in respect of a liability imposed upon the Insured by reason of the Insured's ownership occupation or control of any property or structure used as a landing area for aircraft provided such claims arise out of such use as aforesaid. The term "landing area" shall include any area on which aircraft land take off are housed maintained or operated.

(2) Alteration

in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with the erection demolition alteration and/or addition to buildings by or on behalf of the Insured expect an alteration or addition not exceeding in cost the sum of USD 1,500.00.

(3) Boiler Explosion

arising directly or indirectly from explosion of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder.

(4) Deficiency in Goods

arising directly or indirectly out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured other than goods sold or supplied at or from a canteen provided by the Insured primarily for the use of Employees of the Insured.

(5) Earthquake, Subterranean Fire

in respect of bodily injury or damage to property arising during (unless it be proved by the Insured that such bodily injury or damage to property was not occasioned thereby) or in consequence of earthquake subterranean fire.

(6) Express Warranty

arising out of any liability assumed by express warranty or agreement unless such liability would have attached to the Insured notwithstanding such express warranty or agreement

(7) Family Member and Employment Relation

in respect of bodily injury to or damage to property of

- any member of the family of the Insured ordinarily residing with the Insured or with whom the Insured ordinarily resides
- any person arising out of or in the course of the employment of such person in the service of the Insured

(8) Faulty Workmanship

in respect of the cost of rectifying faulty workmanship to any goods or land or building or structure and/or property being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.

(9) Land Vibration

in respect of damage to any land or fixed property arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land buildings or any other property.

(10) Lift, Hoists and Cranes

in respect of bodily injury or damage to property arising directly or indirectly out of or caused by in connection with any lift elevator escalator hoist crane aircraft aerial device in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured

(11) Professional Liability

arising out of a breach of the duty owed in a professional capacity by the Insured and/or persons for whose breaches of such duty the Insured may be legally liable.

(12) Territorial Limit - Kingdom of Cambodia

- brought against the Insured in any country (outside the Kingdom of Cambodia) in which the Insured is represented by a branch or by any employee domiciled in the country or by a company firm or individual holding the Insured's power of attorney

- in respect of bodily injury or damage to property occurring outside the Kingdom of Cambodia but this clause shall not apply to such claims arising from the presence outside the Kingdom of Cambodia any person who is normally resident in the Kingdom of Cambodia not being a manual worker in the service of the Insured.

(13) Watercraft

in respect of bodily injury or damage to property arising directly or indirectly out of or caused by in connection with the ownership possession or use by or on behalf of the Insured of any watercraft whilst afloat.

2.4 Conditions

(1) Excess/Excesses

The Company will deduct excess(es) which is the amount or amounts shown in the Schedule from each and every claim applicable to third party property damage under Section 2.

(2) Reasonable Care

The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent bodily injury or damage to property and shall take reasonable measures to maintain all premises furnishings fittings appliances and plant in sound condition and to comply with all statutory obligations and by-laws or regulations imposed by any Public Authority for the safety of persons or property.

Section III: Group Personal Accident

3.1 Coverage

If any of the Events referred to in the Schedule of Benefits shall happen the Company will pay the Benefit to the Insured and Insured Person or in the case of his death to his legal personal representative.

"Benefit" means the sum set out in the Schedule of Benefits against the relevant Event provided that no compensation stated in the Schedule of Benefits shall be payable under Item A or B unless the death or loss takes place within 365 days from the day of the accident.

In respect of any sums payable under Event B the maximum shall not exceed 100% of the Capital Sum Insured. The Insured and Insured Person shall not be entitled to compensation under more than one of the items in the Schedule in respect of any one accident. The Company shall not be liable to make further payment under this Policy after a claim under Item A or B has been admitted and becomes payable.

3.2 Schedule of Benefits

The Event

Injury occurring during the Period of Insurance resulting solely, directly and independently of any other cause is:

A. Death - the Capital Sum as stated in Event A of the Schedule

B. Permanent Disablement - the following percentages of the Capital Sum as stated in Event B of the Schedule attached hereto:

(1) Loss of two limbs	100%
(2) Loss of both hands, or of all fingers and both thumbs	100%
(3) Total loss of sight of one eye or both eyes	100%
(4) Total paralysis	100%
(5) Complete and incurable insanity	100%
(6) Injuries resulting in being permanently bedridden	100%
(7) Any other injury causing permanent total disablement	100%
(8) Loss of one leg between or at shoulder to wrist	100%
(9) Loss of one arm between or at hip to ankle	100%
(10) Loss of both feet	100%
(11) Loss of foot	55%
(12) Loss of sight of eye except perception of light	55%
(14) Loss of four fingers and thumb of one hand	70%
(15) Loss of four fingers	60%
(16) Loss of thumb	25%
-a) both phalanges	25%
-b) one phalanx	10%
(17) Loss of index finger	10%
-a) both phalanges	10%
-b) one phalanx	10%
(18) Loss of middle finger	6%
-a) three phalanges	6%
-b) two phalanx	6%
-c) one phalanx	6%
(19) Loss of ring finger	6%
-a) three phalanges	6%
-b) two phalanx	6%
-c) one phalanx	6%
(20) Loss of little finger	4%
-a) three phalanges	4%
-b) two phalanx	4%
-c) one phalanx	4%
(21) Loss of metacarpals	3%
-a) first or second (additional)	3%
-b) third, fourth or fifth (additional)	3%
-a) all	20%
(22) Loss of Toes	5%
-a) great, both phalanges	5%
-c) great, one phalanx	5%
-b) other than great, if more than one toe lost, each	3%
(23) Loss of hearing	75%
-a) both ears	75%
-b) one ear	30%
(24) Loss of speech	75%

The complete and irrevocable loss of use of any member or members specified above shall be deemed to be loss of such member or members.

In the event that injury does not come within any of the items specified in B hereof, the Company shall at their absolute and sole discretion make any payment of such sum to the Insured and Insured Person, as they deem fit.

In the event of partial loss of any member or members specified above a proportionately lower percentage of compensation shall be payable.

The aggregate of all percentages payable in respect of any one accident for any one Insured

Person shall not exceed 100% of the Capital Sum. In the event 100% having been paid in one or more accidents, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% for each accident if having been paid shall reduce the coverage by that amount from the date of that accident until the expiration of the Policy.

- Medical Expenses - at the sum as stated under Event C of the Schedule (maximum any one accident and in aggregate)

3.3 Additional Extensions

The insurance under this Policy extend to cover the following extensions provided always that the liability of the Company under this Policy and endorsement in respect of Benefits shall not in any way exceed the Capital Sum specified in this Policy.

(1) Automatic Additions and Deletions (30 Days)

This Policy provides for automatic inclusion of any new employee on joining the Insured's Employment for an amount of Sum Insured not exceeding the amount for similar occupational category of insured employees in accordance with the schedule of the Insured person of this Policy and the automatic deletion of any existing insured employee on leaving the Insured's employment provided due notification is made to the Company within thirty days from date of employment or termination of employment.

(2) Funeral Expenses Subsidy

The Company shall pay a death benefit from whatsoever cause other than accidental death as funeral benefit an amount of USD 150.00 upon receipt of due proof death in the form required by the Company.

(3) Snake Bites and Insect Bites

This Policy is extended to cover death or permanent disablement to the Insured Life arising from harmful insect and snakebites.

3.4 Exclusions

This Policy does not apply to any event, which is caused directly or indirectly by, or which results from:

(1) AIDS or AIDS Related Complex (ARC)

death or disablement directly or indirectly arising out of or consequent upon or contributed to by acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC) however this syndrome has been acquired or may be named.

(2) Childbirth or Pregnancy

childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by accident.

(3) Flying or Other Aerial Activities

flying or any aerial activity except as passenger in a properly licensed power driven aircraft (the word "passenger" does not include any member of the aircrew or a technician working in or upon an aircraft).

(4) Insured Person Attains 65 Years of Age

accidental bodily injury sustained after the Insured Person attains 65 years of age.

(5) Racing, Professional Sports and Armed Forces

The Insured Person engaging in or taking part in:

- driving or riding any kind of race
- professional sports
- full time service of any armed forces of any country