We build confidence



BUSINESS BUDDY

POLICY WORDING

Phnom Penh | Siem Reap

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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.

INSURANCE 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 Compan

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 renew declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

1) the payment of the Premium as stipulated in the Premium Warranty Clause, and

2) the due observance and fulfillment of the terms and conditions of this Policy or of any renewal thereof

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 any subseque period for which the Insured shall have paid and the Company shall have accepted a Renewal Premium, up to the limit of the sums insured specified in the Schedule

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



. "Building" means the building at the situation(s) as stated in the Schedule including landlord's fixtures. any improvement of structural nature within or immediately adjoining the boundaries of the situation

- 3. "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
- 4. "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which
- a) has organised facilities for diagnosis, treatment and major surgery;

2. "Death" means accidental death arising directly or indirectly by accidental means

- b) provides twenty-four hours a day nursing services by registered nurses:
- c) is under the supervision of a physician; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or nt home or home for the aged or similar establish
- 5. "Injury" means bodily injury to the Insured Person caused solely and directly by accidental means uding any sickness, disease or medical disorder).
- 6 "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, hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth
- 7. "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
- 8. "Plant & Machinery" means all plant, machinery, utensils and tools of trade of all description.
- 9. "Rent" means rent of each of the buildings issued by this Policy in proportion to the Sum Insured thereon subject to the Rent Clause.
- 10. "Stock-In-Trade" means stock-in-trade and merchandise, the Insured's own or held in trust or on nission for which they are responsible including work in progress whilst at the Insured's situation and elsewhere as specified in the Schedule.
- 11. "Vehicle" means any type of machine on wheels or on caterpillar tracks made or intended to be propelled
- 12. "Watercraft" means any vessel craft or thing made or intended to float on or in or travel on or through

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 condition 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

- 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
- 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

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

(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 plosion, but excluding loss of or damage to boilers, economizers, or other vess machinery or apparatus in which pressure is used or their contents resulting from their

(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

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

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.

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 extent 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

(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 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 insur
- · 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

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 ntrary the amount of insurance cancelled by loss is to be automatically reinstated a from the date of loss. The Insured undertaking to pay such premium which may be

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 sucl 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 immediate

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 claimprovided 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) Risk not covered

1.5 Exclusions

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
- · 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) Excess/Excesse

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

opening 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.

This insurance does not cover any loss of or damage to property which, at the time of the

(3) Right of Company

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

- 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.

Section II: Public Liability

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)

sell any such property or dispose of the same of whom it may concern.

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

· 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

lefence 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

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 extension:

(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

beyond the limits of any carriageway or thoroughfare in connection with:

person other than the driver or attendant of such vehicle

the taking away of the load from such vehicle after unloading therefrom by any

in respect of any bodily injury or loss of or damage to property caused or arising from

. the bringing of the load to such vehicle for loading thereon,

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/Adv Signs installations are kept in a proper state of repair and if any defect be discovered the cause such additional precautions to be taken for the prevention of accident as the ances may require and no alteration in the position of the signs shall be mad without the consent of the Company. So far as is reasonably practicable no alteration 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

The Company shall not liable for claims

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.

buildings by or on behalf of the Insured expect an alteration or addition not exceeding

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

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 of and/or addition to

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

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

agreement.

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

(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
- · 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.

in respect of damage to any land or fixed property arising directly or indirectly from

(9) Land Vibration

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

on behalf of the Insured

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.

device in the physical or legal control of the Insured or used in work undertaken by or

(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

(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 Benefi 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 Even provided that no compensation stated in the Schedule of Benefits shall be payable under Eve 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 Compan 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

A. Death

Injury occurring during the Period of Insurance resulting solely, directly and independently of -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:

Loss of two limbs ... Loss of both hands, or of all fingers and both thumbs . Total loss of sight of one eye or both eyes 4) Total paralysis 5) Complete and incurable insanity 6) Injuries resulting in being permanently bedridden . 7) Any other injury causing permanent total disablement (8) Loss of one arm between or at shoulder to wrist ... 9) Loss of one leg between or at hip to ankle (10) Loss of both feet 35 Condition (11) Loss of foot (12) Loss of sight of eve except perception of light . (14) Loss of four fingers and thumb of one hand . 15) Loss of four fingers General Exclusions - c) one phalanx

(16) Loss of thumb -a) both phalanges (17) Loss of index finger -a) three phalanges ... (18) Loss of middle finger -a) three phalanges b) two phalanx (19) Loss of ring finger -a) three phalanges ... c) one phalanx (20) Loss of little finger -a) three phalange b) two phalanx c) one nhalany

(21) Loss of metacarpals -a) first or second (additional

(22) Loss of Toes

(23) Loss of hearing

be deemed to be loss of such member or member

 b) one ear The complete and irrecoverable loss of use of any member or members specified above shall

- b) third, fourth or fifth (additional)

b) great, both phalanges ...

c) great, one phalanx .

-a) both ears

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.

- b) other than great, if more than one toe lost, each ...

In the event of partial loss of any member or members specified above a proportionately lower 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.

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

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 pany within thirty days from date of employment or termination of emp

(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 rm required by the Compar

(3) Snake Bites and Insect Bites This Policy is extended to cover death or permanent disablement to the Insured Life

3.4 Exclusions This Policy does not apply to any event, which is caused directly or indirectly by, or which

(1) AIDS or AIDS Related Complex (ARC

arising from harmful insect and snakebites

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

childbirth or pregnancy notwithstanding that such event may have been accelerated or

aircraft (the word "passenger" does not include any member of the aircrew or a

(2) Childbirth or Pregnancy

(3) Flying or Other Aerial Activities flying or any aerial activity except as passenger in a properly licensed power driven

technician working in or upon an aircraft). (4) Insured Person Attains 65 Years of Age

induced by accident

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

(6) Self-Injury or Suicide intentional self-injury or suicide (whether felonious or not) or any attempt thereat while sane or insane; being under the influence of drugs (other than those prescribed by a register

(1) Change of Occupation

The Insured shall give immediate written notice to the Company of any change in the

any time or at all from any cause

(1) Cyber Risk Exclusion Clause

Insured Person's occupation and shall pay additional premium if required.

pretation or misappropriation of electronic data

the influence of alcohol whilst driving a motor vehicle.

(a) this Policy does not insure: total or partial destruction, distortion, erasure, corruption, alteration,

medical practitioner but not when prescribed for the treatment of drug addiction); being under

- error in creating, amending, entering, deleting or using electronic data, or total or partial inability or failure to receive, send, access or use electronic data for
- whatsoever, regardless of any other contributing cause or event whenever it may occur. Flectronic data means facts, concents and information, converted to a form useable or communications, display, distribution, interpretation or processing by electronic

and electromechanical data processing or electronically controlled equipment and

includes programmes, software and other coded instructions for such equipment

(b) however, in the event that a peril listed below (being a peril insured by this Policy but

- for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all its provisions, will insure: · physical loss of or damage or destruction to Insured directly caused by such listed peril,
- · consequential loss insured by this Policy
- (c) for the purposes of the basis of settlement provision in this Policy, computer system: records includes electronic data as defined in paragraph (a) above. Any terrorism exclusion in this Policy or any endorsement thereto prevails over this endorsement.

2) Electronic Date Exclusion Clause The indemnity will not apply to any claim arising directly or indirectly from the failure or inability

of any computer or other equipment or system for processing storing or retrieving data, whether

the property of the Insured or not, occurring at any time to:

correctly to process such data on or after any date.

(3) Perils not covered

action of the public in fear

of such abnormal conditions.

nuclear fuel.

(1) Admission of Liability

(2) Arbitration

(4) Claims

(5) Contribution

(6) Forfeiture

(7) Interpretation

(8) Jurisdiction

(9) Misdescription

meaning wherever it may appear.

The indemnity provided herein shall not apply to:

incurred in and recoverable in the Kingdom of Cambodia.

General Conditions

- · correctly recognise any date as its true calendar date
- · capture save or retain, and/or correctly to manipulate, interpret or process any data or nformation or command or instruction as a result of treating any date otherwise than as its true calendar date. · capture save retain or correctly to process any data as a result of the operation

· Acts of terrorism committed by a person or persons acting on behalf of or in connection with

happening during the existence of abnormal conditions (whether physical or otherwise)

which are occasioned by or through or in consequence directly or indirectly, of any of the sain

occurrences shall be deemed to be claim which is not covered by this insurance, except to the

The Insured shall not without the consent in writing of the Company make any admission offer

shall be entitled to take over and conduct in the name of the Insured the defence or settlement of

If any difference shall arise as to the amount to be paid under this Policy (liability being

otherwise admitted) such difference shall be referred to an arbitrator to be appointed in

ccordance with the statutory provisions in that behalf for the time being in force. Where an

difference is by this condition to be referred to arbitration the making of an award shall be a

condition precedent to any right of action against the Company. Unless any such action or suit

be commenced within six months of the making of an award the Company shall not be liable to

This Policy may be terminated at any time at the request of the Insured, in which case the

Company will retain the customary short period rate for the time the Policy has been in

force. This Policy may also be terminated at the option of the Company by sending seven

days' notice by registered letter to the Insured at his last known address, in which case the

mpany shall be liable to repay on demand a ratable proportion of the premium for the

Immediate notice shall be given to the Company of any occurrence likely to give rise to a

claim under this Policy. Within thirty days of any occurrence likely to give rise to a clain

under the Policy a detailed statement in writing describing the occurrence shall be delivered

Policy that the Insured shall at his own expense furnish to the Company such certificate

If at the time of any loss or damage happening to any property hereby insured, there be any

other subsisting Insurance or Insurances, whether effected by the Insured or by any other

person or persons, covering the same property, this Company shall not be liable to pay or

If the claim be in any respect fraudulent, or if any false declaration be made or used in

support thereof, or if any fraudulent means or devices are used by the Insured or any one

acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be

occasioned by the wilful act, or with the connivance of the Insured, or, if the claim be made

rejection, or (in the cace of an Arbitration taking place in pursuance of the condition 2 under

This Policy the Schedule and any Endorsement shall be read together as one contract and

any word or expression to which a specific meaning has been attached shall bear the same

compensation for damages in respect of judgments delivered or obtained in the first instance

otherwise than by a court of competent jurisdiction within the Kingdom of Cambodia

• cost and expenses of litigation recovered by any claimant from the Insured which are not

If there be any material misdescription of any of the property hereby insured, or of any

building or place in which property is contained, or any misrepresentation as to any fact

material to be known for estimating the risk, or any omission to state such fact, the Company

Umpire shall have made their award, all benefit under this Policy shall be forfeited.

nd rejected and an action or suit be not commenced within three months after such

al Condtions of this Policy), within six months after the Arbitrator or Arbitrators or

contribute more than its ratable proportion of such loss or damage

make any payment in excess of the amount of the award

unexpired term from the date of cancelment.

form and of the nature described by the Company.

extent that the Insured shall prove that such claim happened independently of the existence

any organisation. For the purpose of this condition, "terrorism" means the use of violence for

of any command which has beenprogrammed into any computer software, being a command which causes the loss of data or the inability to capture save retain or

(12) Premium Warranty Clause

This Policy does not cover any claim occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

- . War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be
- · Mutiny, riot, military or popular 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 material law or state of siege
- political ends and includes any use of violence for the purpose of putting the public or any
- · The use, existence or escape of nuclear weapons material or ionising radiation from or amination by radioactivity from any nuclear fuel or nuclear waste from the combination of
 - (ii) effective date of coverage of any Endorsement issued under such Policy, for the first

(c) when the period of insurance is less than thirty (30) days, within the period of insurance pecified in the Policy, Endorsement, Renewal Certificate or Cover No

In the event any of the abovementioned premium is not paid in full to the Company registered broker or registered agent as described above in the manner and within th ne stipulated above (the 'premium warranty period"), the cover under this Police Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the Company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the Company will be entitled to a pro-rata time on risk premium subject to minimum

of the Company shall have been given to the Insured.

of Insurance.

of USD 50.00/

(15) Subrogation The Insured shall, at the expense of the Company, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Compar for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying

shall not be liable upon this Policy so far as it relates to property affected by any such

(10) Notices

(11) Assignment

Every notice and other communication to the Company required by these Conditions must be written or printed.

This Policy is not assignable and the Company shall not be affected by notice of any trust

charge lien assignment or other dealing with this Policy.

It is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the

- (iii) issuance date of each endorsement, if any, issued under the policy, renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent

(ii) effective date of the coverage stated on each Endorsement, if any issued under the

- (b) where the total premium under any single Policy exceeds USD 30.000.00/- and the Company has allowed payment of the premium by installments, within thirty (30) days from the:
- installment and thereafter from the agreed dates on which the subsequent installment

Company, the registered broker or registered agent through whom this Policy was effecte

(a) when the period of insurance is 30 days or more, within thirty (30) days from the: (i) inception date of the coverage under the Policy, Renewal Certificate or Cover

olicy, Renewal Certificate, or Cover Note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement; or

the issuance date:

- (i) inception date of the cover under the Policy. Renewal Certificate or Cover Note for the first installment and thereafter from the agreed dates on which the subsequent
- become pavable:

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period

for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Compar

In no case whatever shall the Company be liable for any claim after the expiration of twelve months from the happening of the claim unless the claim is the subject of pending action or