

### POLICY SCHEDULE

THIS DOCUMENT DETAILS WHAT IS INSURED UNDER THIS POLICY, PLEASE EXAMINE THE POLICY TERMS, CONDITIONS AND EXCLUSIONS CAREFULLY, AND ADVISE US OR YOUR INSURANCE BROKER/AGENT IF ANY ARE NOT CORRECT.

### FIRE - COMMERCIAL

POLICY NO. : D/005/PFIC/17/100008 ACCOUNT NO. : K-KPC/F2682/C000003620  
 INSURED : RHB INDOCHINA BANK LIMITED (KAMPONG CHAM BRANCH) AS MORTGAGEE AND/OR KEO VANNAK AND Y SOPHEARK AS OWNER F.T.R.R. & I.

ADDRESS : NO.37, 39 & 41, PREAH BAT ANG ENG STREET, PHUM TI 8,  
 KAMPONG CHAM,  
 KAMPONG CHAM,  
 KAMPONG CHAM,  
 CAMBODIA

OCCUPATION : BUSINESS MAN

PERIOD OF INSURANCE : 04 APRIL 2017 TO 03 APRIL 2018

#### INTEREST INSURED

SITUATION OF RISK : #37, 39 & 41, PREAH BAT ANG ENG STREET, PHUM TI 8, KAMPONG CHAM, KAMPONG CHAM, KAMPONG CHAM, CAMBODIA.

OCCUPIED AS : CLINIC

CONSTRUCTION CLASS : CLASS - 1

CODE : 11103

BASIC RATE (%) : 0.130

ADDITIONAL PERIL RATE (%) : 0.030

NO	DESCRIPTION	SUM INSURED (USD)
1	ON BUILDING (EXCLUDING FOUNDATION) OF CLASS I CONSTRUCTION BELONGING TO THE INSURED, OCCUPIED AS CLINIC, SITUATED AT: TITLE DEED NO. 03050202-0102, #37, 39 & 41, PREAH BAT ANG ENG STREET, PHUM TI 8, SANGKAT KAMPONG CHAM, KAMPONG CHAM CITY, KAMPONG CHAM PROVINCE. CAMBODIA.	163,570.00
TOTAL SUM INSURED		163,570.00

DEDUCTIBLE : -2.5% OF LOSS AMOUNT SUBJECT TO MINIMUM USD 1,000.00 EACH AND EVERY CLAIM.

SUBJECT TO THE FOLLOWING CLAUSES/ WARRANTIES/ ENDORSEMENTS ATTACHED HERETO:

- P4 - EXPLOSION
- P12 - VANDALISM AND MALICIOUS DAMAGE
- ALTERATIONS AND REPAIRS CLAUSE
- FOUNDATION EXCLUSION
- MORTGAGEE (CHARGE) CLAUSE
- REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES
- UNVALUED POLICY CLAUSE
- CYBER PRIMARY EXCLUSION CLAUSE
- ELECTRONIC DATE EXCLUSION CLAUSE
- SABOTAGE AND TERRORISM EXCLUSION CLAUSE
- WARRANTY FOR PORTABLE EXTINGUISHERS (DISCOUNT ALLOWED: 2%)

MEMORANDUM : BENEFICIARY CLAUSE

IT IS HEREBY DECLARED AND AGREED THAT THE BENEFICIARY OF KEO VANNAK AND Y SOPHEARK IS RHB INDOCHINA BANK LIMITED, NO. 263, ANG DUONG (STREET 110), SANGKAT WAT PHNOM, KHAN DAUN PENH, 12202 PHNOM PENH.  
 TEL: 023 992 833

FAX: 023 991 822

SUBJECT OTHERWISE TO THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICY.

TOTAL PREMIUM	:	PREMIUM	:	USD	256.81
		ADMINISTRATIVE FEE	:	USD	1.00
		TOTAL	:	USD	257.81

DATE OF ISSUE : 06 APRIL 2017

FOR FORTE INSURANCE (CAMBODIA) PLC.

AUTHORISED SIGNATORY

ISSUED BY : Sanet Nov





## **ENDORSEMENTS**

### **P4 - EXPLOSION**

In consideration of an additional premium, We hereby agree and declare that this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-

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.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

#### **SPECIAL CONDITIONS**

1) We shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.

For the purpose of this Condition, 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.

In any action, suit or other proceeding, where We allege that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such a loss or damage is covered shall be upon You.

Subject otherwise to the terms and conditions of the policy.

### **P12 - VANDALISM AND MALICIOUS DAMAGE**

It is hereby declared that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Vandalism and Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition of the Endorsement but We shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

#### **SPECIAL CONDITIONS**

(1) This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) any act 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.

In any action, suit or other proceeding, where We alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

### **ALTERATIONS AND REPAIRS CLAUSE**

Notwithstanding anything contained in the Policy, workmen are allowed on or about your premises to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

### **FOUNDATION EXCLUSION**

The Insurance on Building(s) excludes that part of any building below the under\* surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

Note 1 : \* "upper" may be substituted for "under".

Note 2 : The words in brackets may be omitted.

### **MORTGAGEE (CHARGE) CLAUSE**

Loss, if any, payable to ..... as Mortgagee (Charge) as interest may appear in this insurance, as to the interest of the Mortgagee (Charge) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder, Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) shall notify Us of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Charge) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Charge) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever We shall pay the said Mortgagee (Charge) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, We shall become legally subrogated to



all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder of from any securities or funds available.

**Non-Cancellation Clause**

And it is further agreed that cancellation of this Policy shall not be effected by You except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

Note : When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

**REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES**

Notwithstanding anything to the contrary contained in the Policy, it is hereby declared and agreed that the insurance by (Item No.....of) this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:-

1) The amount recoverable under this Extension shall not include:-

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws :-

i) in respect of destruction or damage occurring prior to the granting of this extension,

ii) in respect of destruction or damage not insured by the Policy,

iii) under which notice has been served upon You prior to the happening of the destruction or damage.

iv) in respect of undamaged property or undamaged portions of property.

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;

c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as We may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to Our liability under this extension not being thereby increased.

3) If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then Our liability under this extension (in respect of any such item) shall be reduced in like proportion.

4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**UNVALUED POLICY CLAUSE**

This is an unvalued policy. The onus is on You to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

**CYBER PRIMARY EXCLUSION CLAUSE**

(Applicable to the whole Policy)

This Policy does not cover

1. damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking.

2. consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking, but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

**DEFINITION**

Defined Contingency

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For the purpose of this Exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

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Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with



the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

**Hacking**

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Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

**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:

- (i) correctly recognise any date as its true calendar date
- (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

**SABOTAGE AND TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

Subject otherwise to the terms, exclusions and conditions of the policy.

**WARRANTY FOR PORTABLE EXTINGUISHERS (DISCOUNT ALLOWED: 2%)**

IT IS WARRANTED THAT THE APPLIANCES INSTALLED IN THE PREMISES MUST BE MAINTAINED TO ENSURE THAT THEY ARE IN GOOD OPERATIONAL CONDITIONS AT ALL TIMES.

