TIN: L001-100127150

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Intermediary's Copy

Invoice

Invoice No. : PPCI-18-000310 Date :16/01/2018

Company/Customer's Name :

MR. AN PASTY AND MDM. ROS SOMPHOS

Address:

NO. 16, STREET D, PHUM TREA, SANGKAT STEUNG MEANCHEY, KHAN MEANCHEY, PHNOM PENH CAMBODIA

Tel

VAT TIN

: Y/18/FF10/043344-91

Class of Policy : FIRE

Policy No

Period of Cover

: 15/01/2018 - 14/01/2019

Endorsement No

Description		Amount (USD)	
Gross Premium	 	70.00	
Agency Comm. (-14.29%)	 	-10.00	
Admin Fee		0.00	
	Total	60.00	

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CAMPU LONPAC INSURANCE PLC.

THE SCHEDULE

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Policy No

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Insured : MR. AN PASTY AND MDM. ROS

Replacing C/Note No: -

SOMPHOS

Replacing Policy No: -

Address : NO. 16, STREET D,

Account No : Y40001-7 K4/

PHUM TREA, SANGKAT STEUNG MEANCHEY, KHAN MEANCHEY,

PHNOM PENH CAMBODIA

Mortgagee : RHB INDOCHINA BANK LIMITED ______

PERIOD OF INSURANCE : FROM 15-01-2018 TO 14-01-2019

(both dates inclusive)

Annual Premium : USD70.00

Policy Premium

______ : USD

70.00

0.00 % Service Charges : USD

0.00

Total Due

: USD

70.00

: TITLE NO. 12060103-5677, LOT NO. 5677, Situation

NO. 16, STREET D, PHUM TREA SANGKAT STEUNG MEANCHEY

KHAN MEANCHEY PHNOM PENH CAMBODIA

Construction : BUILDING OF CLASS A CONSTRUCTION

Occupation : RESIDENCE

Giac Code : A /10103

Basic

: 0.12300%

Subject matter Insured :

1. ON BUILDING (EXCLUDING FOUNDATION)

USD47,000.00

Total Sum Insured: USD47,000.00

Excess : USD 500.00 EACH AND EVERY CLAIM

This Policy is subject to the following warranties/clauses/ endorsements as printed in this policy or added thereon or



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attached thereto.

- APPRAISEMENT CLAUSE (Limit: 5% of Sum Insured or USD 5,000.00, whichever is lower, for each & every claim)
- ALTERATIONS AND REPAIRS CLAUSE
- DESIGNATION CLAUSE
- FOUNDATION EXCLUSION
- RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE
- REINSTATEMENT VALUE CLAUSE (Not applicable to stock and items with more than 5 years old)
- REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES
- REMOVAL OF DEBRIS (without separate sum insured) Limit: 10% of sum insured or USD 100,000.00, whichever is lower
- SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)
- UNVALUED POLICY CLAUSE
- ELECTRONIC DATA AND INTERNET ENDORSEMENT
- WAR AND TERRORISM EXCLUSION
- TRANSMISSION AND DISTRIBUTION LINE EXCLUSION CLAUSE
- MORTGAGEE (CHARGEE) CLAUSE WITH NON-CANCELLATION CONDITION
- RESTRICTION OF MERCHANDISE WARRANTY

The above are subject to the terms, exclusions, provisions, limitations & conditions of this Policy.

APPRAISEMENT CLAUSE (Limit: 5% of sum insured or USD 5,000.00, substitution of the aggregate claim for any one loss does not exceed USD 5,000.00 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisement of the undamaged property shall be required.

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

ALTERATIONS AND REPAIRS CLAUSE

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

DESIGNATION CLAUSE

_____=

For the purpose of determining where necessary the item (column

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heading) under which any property is insured. We agree to accept the designation under which such property is entered in Your books.

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).

RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon of war employing atomic or nuclear fission and/or fussion or other like reaction or radioactive force or matter.

destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried



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out upon another site and in any manner suitable to the requirements of the Insured subject to our liability not being thereby increase) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.

- 2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, We shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- 3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being Your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
- 4. This Clause shall be without force or effect if:
 - a) You fails to intimate to Us within six (6) months from the date of destruction or damage, or such further time as We may in writing allow, Your intention to replace or reinstate the property destroyed or damaged.
 - b) You are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- 5. No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

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REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition in the Policy, it is hereby declared and agreed that the insurance by 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 of Bye-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch 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

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so necessitate) subject to our liability of the 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.

REMOVAL OF DEBRIS (without separate sum insured)

The insurance on item(s) as insured includes costs and expenses necessarily incurred by You with our consent in the :-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Item(s) above of this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or USD 100,000.00 in aggregate any one loss, whichever is lower.

We will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

Provided always the Our maximum liability shall not exceed the sum insured stated in the Schedule for which the Item(s) is/are insured.

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ELECTRONIC DATA AND INTERNET ENDORSEMENT

It is agreed and declared that notwithstanding anything contained in this Policy to the contray, the Company will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from :

- Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- 3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential Loss, not otherwise excluded, which itself results from an insured peril as defined in the Policy.

All other terms and conditions remain unchanged.

WAR AND TERRORISM EXCLUSION

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism For the purpose of this endorsement an act of terrorism means an act, including but not limited to the used of force or



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violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and (2) above.

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

All other terms and conditions remain unchanged.

TRANSMISSION AND DISTRIBUTION LINE EXCLUSION CLAUSE

This policy excludes loss or damage to overhead transmission and distribution lines and their supporting structure by whatsoever

MORTGAGEE (CHARGEE) CLAUSE

A. Mortgagee (Chargee) Clause 1

Loss, if any, payable to RHB INDOCHINA BANK LIMITED as

Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) 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 nonoccupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) of Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company 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 (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee

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(Chargee) shall on demand pay the premium for such increased hazard for the terms thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) 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, the Company 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 or from any securities or funds available.

Non- Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be effected by the insured 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.

RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

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User Id : SVC59657 Date of Issue : 16-01-2018