



ក្រុមហ៊ុនធានារ៉ាប់រង កម្ពុជានយោក

CAMPU LONPAC INSURANCE 柬埔寨大众伦平保险

**WE COVER YOU
IN CAMBODIA**

BURGLARY INSURANCE POLICY

If you would like to lodge a complaint, kindly refer to our Complaints Unit:

Correspondence : **CAMPU LONPAC INSURANCE PLC.**
Address : 7th Floor, Campu Bank Building
No. 23, Street 114,
Sangkat Phsar Thmey II,
Khan Daun Penh, Phnom Penh,
Royal Kingdom of Cambodia
P.O. Box 1556
Telephone Number : + 855 23 966 966 / 998 200 / 986 279
Fax Number : + 855 23 986 308 / 273
E-mail : complaint@campulonpac.com.kh
Website : www.campulonpac.com.kh

IN THE EVENT OF ACCIDENT

24 Hours Claims Hotline
+ 855 16 810 999 / 820 999
+ 855 17 799 902 / 799 903

E-mail : claims@campulonpac.com.kh

Notice:

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Khmer provision of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

It is particularly requested that this Policy be carefully read and at once returned to the Company should any correction be necessary.

BURGLARY INSURANCE POLICY

WHEREAS the Insured named in the Schedule attached hereto has made to CAMPU LONPAC INSURANCE PLC. (hereinafter called "the Company") a written Proposal and Declaration which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the aforesaid Schedule as consideration for the indemnity hereinafter contained.

NOW THIS POLICY WITNESSES that subject to the terms exclusions limits and conditions contained herein or endorsed or otherwise expressed hereon that at any time during the Period of Insurance stated in the Schedule hereto or during any further period for which the Company may accept payment for the renewal of this Policy:

A. If the Property Insured or any part thereof as described and included in the Schedule attached hereto whilst contained in the Premises described in the said Schedule shall be lost:

- (i) by Theft consequent upon actual forcible and violent entry or exit upon the said Premises or committed by any person or persons (other than employees) feloniously concealed thereon, or
- (ii) due to armed robbery or hold up, resulting in the taking of insured property:
 - 1) by violence inflicted upon a custodian;
 - 2) by putting in fear of violence;
 - 3) from the custodian who has been killed or rendered unconscious,
- (iii) in the case of Private Residences and or Residential Flats/Apartments only, by being wrongfully taken or carried away from the Premises with felonious intent or

B. If there shall arise any damage to the said Property Insured or to the Premises, to be borne by the Insured, due to any such Theft as aforesaid or any attempt thereat.

The Company will pay or make good to the Insured:

1. such loss to the extent of the market value at time of loss (not including profit of any kind) and/or
2. the net cost of repairing such damage.

but not exceeding in respect of any one item specified in the Schedule the Sum Insured thereon, nor in respect of damage to the Premises five percent (5%) of the Total Sum Insured, nor in the whole during any one Period of Insurance such Total Sum Insured.

EXCEPTIONS

Provided always that this Policy shall not cover:

1. loss or damage due to any such theft as aforesaid or to any attempt thereat by any of the Insured's family, employees, domestic servants, or any person lawfully on the Premises except as provided for in Section A(ii) above.
2. loss or damage directly or indirectly occasioned by, happening through consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power, popular rising, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
3. loss or damage to medals, coins, curiosities, sculptures, works of art, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books, unless specifically included in the Schedule.
4. loss or damage arising whilst the Premises is unoccupied for a period exceeding fourteen (14) consecutive days or is occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid.
5. (a) any accident, loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

- (b) any accident, loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

PROVIDED ALSO that the Premises described in the Schedule attached hereto shall refer to the building(s) only and shall exclude any yard, garden, outbuilding or other appurtenances unless specifically included in the said Schedule.

CONDITIONS

1. This Insurance shall not commence until the Premium has been actually paid to and accepted by the Company and the Company's official acceptance letter or Policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorized representative of the Company shall have been issued therefore.
2. The Insured shall take all reasonable precautions to prevent loss and damage to the Property insured.
3. All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this Policy was issued, and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the terms of this Policy, nor any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.
4. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - (a) the Insured shall give immediate notice thereof to the Police and to the Company and render all reasonable assistance in causing the discovery and securing the conviction of the offender and in tracing and recovering the property lost.
 - (b) the Insured shall deliver to the Company within seven (7) days from the date on which the event shall have come to the Insured's knowledge, a detailed statement in writing of the loss or damage with an estimate of the intrinsic value of each article lost, and the amount of the damage sustained excluding profit of any kind.
 - (c) the Insured shall furnish to the Company all such particulars and evidence, documentary or otherwise, and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim, and to discover and secure the conviction of the offender(s), and to trace and recover the property lost, and recoup the Company in respect of the amount the Company shall pay or be liable to pay under this Policy.

The Company shall bear the expense of all such particulars, evidence, assurance, and things as the Company may require with the above objects or any of them, other than those required to substantiate the claim.

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty (30) days after the event.

5. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the Property lost and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.
6. In the event of a claim for Larceny or Theft, the Insured must provide such evidence as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by such Larceny and Theft and is not merely mislaid or missing.
7. Immediately upon the happening of any loss or damage, the Sum Insured shall be reduced by the amount of the loss or damage and such reduced Sum Insured shall be the limit of the Company's liability in respect of any further losses or damage occurring during the current period of insurance unless the Company consents upon payment of additional premium to reinstate the full Sum Insured.
8. The Company may reinstate, repair or replace the property lost or damaged or premises damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other Insurers in so doing in cases where the property is insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which payment is made shall belong to the Company.
9. If at the time of any loss or damage covered by this Policy there shall be any other Insurance of any nature effected by or on behalf of the Insured covering any of the property insured or any part thereof, then the liability of the Company hereunder shall be limited to its ratable proportion of such loss or damage. Each item of this Policy shall be separately subject to this condition.
10. Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by endorsement hereon declared the Insurance to be continued.
11. If the Proposal or Declaration of the Insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.
12. This insurance may be terminated at the request of the Insured by sending ten (10) days' notice in writing, in which case the Company

will return to the Insured 90% of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of cancellation provided no claims have been made during the current policy period. This insurance may also be terminated at the option of the Company by sending ten (10) days' notice in writing to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

No refund of premium for any cancellation of policy if premium is charged on minimum premium.

13. 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 the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
14. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
15. The due observance and fulfillment of the terms conditions and endorsement of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

16. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Company within thirty (30) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.

17. The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating as below.

Whoever, by deceiving any person, whether or not such deception was the sole or main inducement:-

- (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property is said to "cheat".

18. The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as defined below.

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits 'criminal breach of trust'."

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, 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 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 any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

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

IT CLARIFICATION CLAUSE

Property damage covered under this insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

WARRANTIES/ENDORSEMENTS/CLAUSES WHERE APPLICABLE AS STATED IN THE POLICY SCHEDULE

MARKET VALUE CLAUSE

In the event of a loss to the property insured herein, the limit of indemnity shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Policy.

For the purpose of this clause the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the insured property shall for the purposes of this clause be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured property damaged or lost as it was at the time of occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

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