



PROPERTY ALL RISKS INSURANCE POLICY

IMPORTANT NOTICE

Insurance does not cover You against everything that can happen. In this policy You will find all the information You need to know about the cover(s) available, our terms and conditions, and making a claim.

Please read this policy carefully and make sure that You are satisfied with what we offer.

Unless we have already agreed to issue a cover note, insurance protection only begins when we receive and accept your completed application and You have paid or agreed to pay Us the premium.

The Policy consists of This Policy Wording, The Certificate of Insurance and/or Schedule and/or Endorsements which must be read together as they form Your Insurance Contract.

If there is anything in this policy wording which You do not understand, please contact your agent/ broker/ Us. We would be happy to assist.

DEFINITION OF WORDS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule.

1. **We/Us/Our/The Company** refer to **Campu Lonpac Insurance Plc.**
2. **"Deductible"** refers to the amount specified in the Schedule payable by the Insured on each and every claim arising out of one event or occurrence under the Policy.
3. **"You/ Your/ Yourself"** refers to the Insured. **"Insured"** means the person(s) or entity named in the Schedule as the insured.
4. **"Period of Insurance"** refers to the duration of this Policy for the period specified in the Schedule, or any renewal period for which the appropriate premiums are paid in each case.
5. **"Policy"** refers to this Policy together with any Schedule, Specification and Endorsement.
6. **"Property Insured"** refers to the interests insured as stated in the Schedule.
7. **"Indemnity Period"** the period beginning with occurrence of the incident and ending not later than the maximum indemnity period thereafter during which the result of the business shall be effected in consequence thereof.
8. **"Maximum indemnity period"** refers to the number of month decided by the insured when the insurance was arranged.
9. **Building(s)**, if insured and described in the Policy Schedule, refers to all Buildings which shall also include the following:-
 - a) Lessors fixtures and fittings;
 - b) All services to the Buildings;
 - c) All other structural improvements at the Location including walls, gates and fences, small outbuildings,

extensions, annexes, exterior staircase, fuel installations, steel and iron framework and tanks, paths and roadways.

10. **Contents**, if insured and described in the policy Schedule, refers to:-

- a) household goods and personal effect of every description;
- b) business furniture, and
- c) patterns, models, moulds, dies and casts,

belonging to You or for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any destruction or damage.

Contents also include improvements, alterations, decorations, fittings and additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of destruction or damage.

Contents do not include money, security, documents, stamps or explosives unless otherwise expressly stated in the Policy as insured items

11. **Stock in trade and Merchandise**, if insured and described in the policy Schedule, refers to:-

- a) all stock in trade and merchandise, including raw materials, semi-finished and finished goods, and trading stock in the course of production;
- b) customers goods held in trust and on commission;

12. **Equipment, Plant and Machinery**, if insured and described in the policy Schedule, refers to all machine equipment and plant, whether mechanical, electrical or electronic, for the purpose of the insured's business or trade, located within the insured premises.

SCOPE OF COVER

In consideration of You having applied to Us to insure the Property as stated in the Schedule by a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay to Us the premium stated in the Policy Schedule, We agree (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to Your right to recover hereunder) that:-

SECTION I - MATERIAL DAMAGE

If any of the Property Insured situated in the location of risk as specified in the Schedule be accidentally physically lost destroyed or damaged other than by an excluded cause (hereinafter termed Damage) at any time during the period of insurance or any subsequent period in respect of which You shall have paid and We shall have accepted the premium required for the renewal of this policy.

We will pay to You the actual value of the property at the time of the happening of the Damage or at Our option reinstate or replace such property or any part thereof - Provided that Our



liability shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured hereon or in whole total sum insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum hereon or attached hereto signed by Us or on Our behalf.

Extinguishing Expenses and Rescue Team Costs

The insurance of this Policy is held to include:-

- (i) Wages of Your employee other than full-time members of a Works Fire Brigade.
- (ii) The cost of replenishment of fire-fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects unless otherwise specifically insured).
- (iii) Fire Brigade Charges.

Provided always that:

- Our liability in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property;
- Our liability combined for i, ii, and iii above in the whole shall in no case exceed USD 5,000 for any one loss; and
- Our total liability for Material Damage together with the extinguishing expenses and rescue team costs shall in no case exceed the total sum insured under the Material Damage section of the Policy.

EXTENSIONS UNDER SECTION I

1. Theft Accompanied by Violent and Forcible Entry

1.1. if the Property Insured under Section I – Material Damage of the Policy whilst contained in the premises described in the Schedule shall be lost:

- a. by theft consequent upon actual forcible and violent entry or exit upon the said premises or committed by any person or persons (other than Your employees) feloniously concealed thereon, or
- b. due to armed robbery or hold up, resulting in the taking of Property Insured:
 - i) by violence inflicted upon a custodian;
 - ii) by putting him in fear of violence;
 - iii) from the custodian who has been killed or rendered unconscious

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

We will indemnify You or make good:

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

but not exceeding 5% of sum insured of the Material Damage section of the Policy or USD20,000, whichever

is lower, for any one loss and in aggregate during the Period of Insurance.

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

Exclusions - Theft Accompanied by Violent and Forcible Entry

We shall not be liable for:-

1. the deductible of USD1,000 for each and every claim.
2. The company shall not liable for:
 - a. loss or damage due to any such theft as aforesaid or to any attempt thereat by You, Your family members, employees, or any person lawfully in the premises.
 - b. 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 Our written consent shall have previously been obtained.
 - c. 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 specified under Section I – Material Damage of the Policy.

2. Boiler & Pressure Vessel/Machinery Breakdown Extension

The Policy is extended to cover the Boiler & Pressure Vessel/Machinery insured under Section I – Material Damage of the Policy, whilst on the premises stated in the Schedule, if it suffers any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short-circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

Our limit of liability is up to a sum of 5% of sum insured of the Material Damage section of the Policy or USD50,000, whichever is lower, for any one loss and in aggregate during the Period of Insurance.

This extension shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent erection.

Basis of Indemnity

1. In cases where damage to an insured item can be repaired – We shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs



as well as ordinary freight, cost of erection and customs duties. If the repairs are executed at workshop owned by You, We shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in ii) below.

2. In cases where an insured item is destroyed –We shall pay the actual value of the item immediately before the occurrence of the loss by deducting proper depreciation from the replacement value of the item. We shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.
3. The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.
4. The cost of any provisional repairs shall be borne by Us if such repairs constitute part of the final repairs and do not increase the total cost of repair.

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

Exclusions - Boiler & Pressure Vessel/Machinery Breakdown

We shall not be liable for:-

1. the deductible of USD 1,000 for each and every claim
2. loss of or damage to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts;
3. loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contractual obligations/warranty;
5. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within Your knowledge or Your representatives, whether such faults or defects were known to Us or not;
6. loss or damage arising out of the willful act or gross negligence of You or Your representatives;

7. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
8. consequential loss or liability of any kind or description.

3. Money In Premises Extension

The Policy is extended to cover the loss of Money belonging to You, held in trust or under custody or control by You whilst in Your premises stated in the Schedule during normal business hours and/ or whilst in a locked safe/ drawer/ strongroom after business hours happening during any Period of Insurance up to a sum of 5% of sum insured of the Material Damage section of the Policy or USD20,000, whichever is lower, for any one loss and in aggregate during the Period of Insurance.

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

For the purposes of this Extension:

- 1) Money shall mean cash, currency notes, cheques or other redeemable vouchers or any other negotiable instrument all belonging to You or for which You have accepted responsibility.
- 2) Business Hours shall mean the period which Your premises are actually occupied for business purposes and during which You or Yours employees entrusted with money are in the premises.

Exclusions - Money In Premises

We shall not be liable for:-

1. the deductible of USD 1,000 for each and every claim.
2. loss of Money:
 - a. As a result of shortages due to error or omission.
 - b. Through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriate by You or any person or persons in Your service.
 - c. Arising outside the premises stated in the Schedule.

Conditions - Money In Premises

1. When out of Business Hours, all keys and notes of combination lock letters and numbers for safes, strongrooms or drawers containing Money shall be removed from the insured premises by You or persons authorised by You and retained in their custody until the insured premises are reopened for business.
2. You shall keep a proper record of all Money kept in the premises.
3. Upon the happening of any circumstances giving rise or likely to give rise to a claim under his Policy, You shall be immediately upon becoming aware of such loss or damage give notice to the Police and take all practical steps to discover and punish the guilty person or persons and to trace and recover the lost Money.



4. Upon the happening of any circumstances covered by this Policy, the limit of liability shall immediately be reduced by the amount paid or payable by Us.

SECTION II - BUSINESS INTERRUPTION

If at any time during the period of insurance the business carried on by You at the Premises specified in the Schedule is interrupted or interfered with in consequence of Damage indemnifiable under Section I – Material Damage, We will pay to You in respect of each item in the Schedule the amount of loss which results from such interruption or interference of business in accordance with the provisions of the Specification, Endorsements, Extensions and Clauses (if any) as stated in the Schedule of the Policy.

We shall pay you in respect of loss which result from such business interference provided that:

- a) at the time of happening of the Damage there shall be in force a Material Damage Insurance covering the Your interest in respect of the property at the premises against such Damage; and
- b) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below the deductible/excess.

Provided that Our liability in any one period of Insurance shall in no case exceed:

- a) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured of Section II of the Policy, or
- b) such other sum or sums as may hereafter be substituted therefor by Endorsement hereon or attached hereto signed by Us or on Our behalf.

GENERAL CONDITIONS

1. Condition Precedent to Liability

The due observance and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be conditions precedent to any liability of Us to make any payment under this Policy.

2. Duty of Disclosure

If You fail to disclose to Us fully and faithfully, all the facts which You know or ought to know, or if You misrepresented any facts to Us before the Policy was entered into, We may avoid this Policy.

3. Identification

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the Policy or of the Schedule shall bear such specific meanings wherever they may appear.

4. Safeguards and Maintenance

You shall at all times and as far as is reasonably practicable take steps to safeguard the property insured and maintain it in a proper state of repair. You shall also take steps to

enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the property insured.

5. Misdescription

If there be any material misdescription by You or any one acting on Your behalf of any of the property hereby insured or of any building or place in which such property is contained or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, We shall not be liable under this Policy for the property affected by any such misdescription misrepresentation or omission.

6. Displacement

All Insurance under this Policy

- a. on any building or part of any building,
- b. on any property contained in any building,
- c. 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

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

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon You.

7. Cessation of Risk

Under any of the following circumstances, the insurance under this Policy ceases to attach as regards the property affected unless You before the occurrence of any loss or damage obtains Our sanction signified by endorsement upon policy

- (i) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage
- (ii) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days
- (iii) if the property insured be removed to any building or place other than that in which it is herein stated to be insured



- (iv) if the interest in the property insured passes from You otherwise than by will or operation of law
- (v) if a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

8. Other Insurance

You must give Us written notice if You have any other insurance covering the Property Insured. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss or damage, You shall only pay Our rateable proportion of any loss damage compensation costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

9. Deductible/Excess

This policy does not cover the amount of Deductible/Excess stated in the Schedule in respect of each and every loss or series of losses arising out of any one event as ascertained after the application of all other terms and conditions of the Policy including any condition of average.

10. 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.

11. Premium Warranty

It is fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by Us in cash or by cheque or bank transfer or credit card 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 We 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 Our authorized agent, the payment shall be deemed to be received by Us 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 Us.

No payment in respect of any premium shall be deemed to be payment to Us unless a printed form of receipt for the same signed by Our Official or the duly appointed Agent shall have been given to You.

12. Endorsement

Every notice and other communication to Us requesting for any change or variation to be made to the Policy must be in writing. No change or alteration in the terms of this Policy nor any endorsement thereon will be held valid unless the change or variation has been agreed by Us and stated in or endorsed on this Policy.

13. Termination of Insurance

- (i) You may cancel this Policy at any time by notifying Us in writing.

- (ii) We may also cancel this Policy by giving You fourteen (14) days' notice in writing to Your last known address.

- (iii) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a return of 90% of the premium for the unexpired term from the date of cancellation.

- (iv) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of cancellation.

- (v) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

14. Claim Notification

On the happening of any event in consequence of which a claim is or may be made under this Policy, You shall give notice thereof to Us as soon as possible but not later than 14 (fourteen) days from the date of the accident.

You may also give notice of loss to us through the Our authorized agent.

15. Your Duties after Loss

If any event giving rise to or likely to give rise to a claim under this Policy comes to Your knowledge, You shall:

- (i) immediately
 - (a) take steps to minimise the loss or damage and recover any missing property
 - (b) give notice to Us but not later than fourteen (14) days from the date of the accident and
 - (c) give notice to the Police if the event be theft or suspected theft or wilful or malicious damage
- (ii) within thirty (30) days or such further time as We or the appointed Loss Adjuster may in writing allow deliver to Us:
 - (a) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage;
 - (b) particulars of all other insurances, if any.

You shall not later than thirty (30) days from the date of loss (for Material Damage claim) or not later than thirty (30) days after the expiry of the Indemnity Period (for Business Interruption claim) or within such further time as We or the appointed Loss Adjuster may in writing allow, at all times at Your own expense produce procure and give to Us or the appointed Loss Adjuster all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of Our liability as may be reasonably required by or on behalf of Us together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.



16. Our Duties

(a) Repair and Replacement

We may at Our option reinstate or replace the property damaged or destroyed or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer or Insurers in so doing but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by Us thereon.

If We so elect to reinstate or replace any property, You shall at Your own expense furnish Us with such plans, specifications measurements quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement or replacement shall be deemed an election by Us to reinstate or replace.

(b) Our Rights after a Loss

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

- (i) enter and take and keep possession of the building or premises where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any of Your property in the buildings or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine sort arrange remove or otherwise deal with the same
- (iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You makes no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and We shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to You or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If You or any person acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

17. Subrogation

You shall, at Our expenses, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or

become necessary or required before or after Your indemnification by Us.

18. Forfeiture

If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy or if the loss destruction or damage be occasioned by the wilful act by You or with the Your connivance, all benefits under this policy shall be forfeited.

If a claim be made and rejected and an action or suit be not commenced within two (2) months after such rejection or (in case of an arbitration taking place in pursuance of Alternative Dispute Resolution condition of this policy) within two (2) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefits under this policy shall be forfeited.

19. Time Limitation

In no case whatever shall We be liable for any loss or damage after the expiration of twelve (12) months

1. in respect of Section I, from the happening of the loss or damage
2. in respect of Section II, from the end of the Indemnity Period or, if later, three (3) months from the date on which payment shall have been made or liability admitted by Us covering the Damage giving rise to the said claim

unless the Claim is the subject of pending acting or arbitration.

20. Contribution

If at the time of any loss destruction or damage happening to any subject matter insured, there be any other subsisting insurances whether by You or by any other person or persons covering the same subject matter, We shall not be liable to pay or contribute more than Our rateable proportion of such loss destruction or damage.

21. Average

The sums insured of each item under Section I and Section II of this policy are declared to be separately subject to Average.

If at the commencement of any loss destruction or damage or expenses hereunder the Property or Interest insured is collectively of greater value than the Sum Insured thereon then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the loss accordingly. Each item, if more than one, of the Policy shall be separately subject to this Condition.

22. Information Privacy

Every information submitted to Us by You shall be kept private and confidential. There will be no disclosure of information to any third party without Your consent unless it is a requirement by law.

23. Alternative Dispute Resolution

(1) Resolution by Insurance Regulator of Cambodia

For any dispute relevant to the insurance business, any of the disputing parties shall submit the dispute to the



Insurance Regulator of Cambodia for mediation and resolution prior to filing a lawsuit in a court or commencing arbitration, except in relation to a dispute involving criminal charges

(2) Arbitration Clause

Should the negotiations pursuant to Clause (1) above remains unresolved, the aggrieved Party shall be entitled to refer the matter or issue in dispute arising out of this Policy to arbitration. The appointment of the arbitrator(s) shall be implemented in accordance with the Commercial Arbitration Law of Cambodia.

The parties shall be free to determine the number of arbitrators. Failing such determination, the number of arbitrators shall be 03 (three). The parties shall be free to agree on a procedure for appointing the arbitrator or arbitrators.

Each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within 30 (thirty) days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 (thirty) days of their appointment, the appointment shall be made upon request of a party by the Court (Commercial, or Appeal, or Supreme) or National Commercial Arbitration Centre (NCAC) as specified in Article 6 of the Commercial Arbitration Law of Cambodia.

The final decision of arbitration shall be binding to the parties.

unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy.

- iii. (a) any fraudulent scheme trick device or false pretence practised upon You or upon any person(s) having care of the insured property at such time
- (b) acts of infidelity or acts of dishonesty on Your part or any of Your employees
- (c) theft not accompanied by violent and forcible entry
- (d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error
- (e) bursting overflowing discharging or leaking of water tanks, water apparatus or water pipes when the premises becomes unoccupied and so remains for a period of more than Thirty (30) days

Unless

- 1. Damage by a cause not excluded in the policy ensues and then We shall be liable only for such ensuing Damage and/or
- 2. such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy.

- iv. (a) coastal or river erosion
- (b) storm, tempest, water and rain to property in the open (other than property designed to exist and operate in the open)
- (c) the freezing solidification or inadvertent escape of molten or gaseous material unless a fire ensues, then We shall be liable for such ensuing damage

- (d) false programming punching labelling or inserting inadvertent cancelling of information or discarding of data media and loss of information caused by magnetic fields

2. Damage caused by or arising from:

- (i) any wilful act or willful negligence on Your part or any person acting on Your behalf
- (ii) cessation of work
- (iii) delay or loss of market
- (iv) consequential losses of any description other than those insured under Section II

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
- (ii) mutiny, civil commotion assuming the proportions of or amounting to a popular rising military rising,

24. Jurisdiction

This insurance contract is subject to the laws of the Kingdom of Cambodia

EXCLUSIONS (Applicable to Section I and II)

A. Excluded Causes

This policy does not cover:-

1. Damage to the property insured caused by:

- i. (a) faulty or defective design materials or workmanship, latent defect, gradual deterioration deformation or distortion or wear and tear
- (b) settling or bedding down of structures, shrinkage or expansion of foundations walls floors or ceilings
- (c) interruption of the water supply gas, electricity or fuel systems or failure of the effluent disposal systems to and from the Premises

unless Damage by a cause not excluded in the policy ensues and then We shall be liable only for such ensuing Damage.

ii. (a) collapse or cracking of buildings

- (b) corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish action of light, vermin, insects, marring or scratching or inherent vice



insurrection, rebellion, revolution, military or usurped power

- (iii) 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 insurance 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 We 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 You.

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

- (iv) (a) permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority
- (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

Provided that We are not relieved of any liability to You in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

- (v) the destruction of property by order of any public authority

In any action suit or other proceeding where We allege that by reason of the provisions of Exclusions A3 (i) (ii) and (iii) above any loss destruction or damage is not covered by this insurance, the burden of proving that such loss destruction or damage is covered shall be upon You.

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by

- (i) nuclear weapons material
- (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any unclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion A4
- (iii) combustion shall include any self-sustaining process of nuclear fission.

B. Excluded Property

This Policy does not cover:-

1. (i) cheques, bullion, negotiable instruments and securities of all kinds, any curiosity or work of art (other than drawing painting and sculpture of individual value not exceeding USD 250 per item), furs, garments trimmed with fur, jewellery, watches, pearls, set or unset precious stones, gold, silver, platinum or other precious metal and alloy
- (ii) documents, manuscripts, plans, drawings, designs, patterns, models, moulds, business books or computer systems records for the value to You of the information contained therein
- (iii) property sold by You under conditional sale trust agreement installment plan or deferred payment plan or after delivery to customers
- (iv) vehicles licensed for road use (including accessories thereon), caravans, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like
- (v) property in transit other than within the premises specified in the Schedule
- (vi) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
- (vii) land (including top-soil back-fill drainage or culverts), driveways, pavements, roads, runways, railway lines, dams of all kinds, weirs, overhead lines transmissions, mast, irrigation systems, sewer systems, storage tanks and the contents thereof, reservoirs, canals, harbours, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining, property underground, off-shore property
- (viii) animals, livestock, growing crops, standing timber, plants, lawns, trees and shrubs
- (ix) property damaged as a result of its undergoing any process
- (x) machinery during installation, removal or resiting (including dismantling and re-erection) if directly attributable to such operations
- (xi) property undergoing alteration, repair, testing, installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then We will be liable only for such ensuing loss
- (xii) property in course of manufacture if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work unless Damage by a cause not otherwise excluded ensues and then We will be liable only for such ensuing loss
- (xiii) property more specifically insured by other policies



2. Damage to property which at the time of the happening of such 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.

EXCLUSIONS

(Applicable to the Whole Policy)

1. This Policy does not cover Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:-
- (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
 - (ii) mutiny, civil commotion assuming the proportions of or amounting to a popular rising military rising, insurrection, rebellion, revolution, military or usurped power
 - (iii) 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 insurance 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 We 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 You.

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

2. This Policy does not cover Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

- (i) nuclear weapons material
- (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any unclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission.

3. Sanctions Limitation and Exclusion Clause

We shall not be deemed to provide cover and shall not 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 Us 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 or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to Us.

4. 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.

Section below is intentionally left blank.