



ក្រុមហ៊ុនធានារ៉ាប់រង កម្ពុឡាណាក់

CAMPU LONPAC INSURANCE 柬埔寨大众伦平保险

**WE COVER YOU
IN CAMBODIA**

CONSEQUENTIAL LOSS 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 provisions 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.

CONSEQUENTIAL LOSS POLICY

Definitions

We/Us/Our refer to the _____ (Insurance Company).

You/Your/Yourself refer to the Insured.

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.

Policy refers to this Policy together with any Schedule, Specification and Endorsement.

Our Agreement

In consideration of the You having applied to Us to for insurance 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 will indemnify You against loss or damage as described in the Policy occurring during the Period of Insurance subject to the terms, conditions, endorsements, clauses or warranties forming part of this Policy.

Loss or Damage to Your Property

We agree (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by You at the Premises for the purpose of the Business be destroyed or damaged by:-

- 1) Fire,
- 2) Lightning,
- 3) Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes,

(destruction or damage so caused being hereinafter termed Damage) at any time during the Period of Insurance or any subsequent period in respect of which We agree to accept the premium required for the renewal of this Policy and the Business carried on by You at the premises be in consequence there of interrupted or interfered with.

BASIS OF COMPENSATION

We will pay You in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of the Damage there shall be in force an insurance covering Your interest in the property at the premises against such Damage and that payment shall have been made or liability admitted therefor under such insurance.

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

EXCLUSIONS

(1) We shall not be liable in so far as the interruption loss is increased :-

- (a) by extraordinary events taking place during the interruption,
- (b) by restrictions imposed by the authorities on the reconstruction or operation of the business,
- (c) due to the insured's lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost.

(2) We will not cover loss or damage:-

- (i) to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- (ii) occasioned by or through or in consequence of:
 - (a) the burning of property by order of any public authority
 - (b) Subterranean Fire
 - (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(iii) directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exclusion 2 (iii) only combustion shall include any self-sustaining process of nuclear fission.

(iv) occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- (a) Earthquake, volcanic eruption, landslip, landslide, subsidence or other convulsion of nature.
- (b) Hail, windstorm, typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) Explosion **except** loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works
- (d) Flood
- (e) Bursting or overflowing of water tanks apparatus or pipes, or accidentally discharged or leaking of water from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus
- (f) Impact by any road vehicle or animals
- (g) Aircraft or other aerial devices and/or articles dropped there from
- (h) Vandalism and Malicious Damage
- (i) Smoke other than smoke originating from a fire occurring in the location insured
- (j) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (k) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (l) Any act of 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.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the You shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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 providing that such loss or damage is covered shall be upon You.

CONDITIONS

1. MISDESCRIPTION

If there be any material misdescription 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 upon this Policy.

2. PREMIUM PAYMENT

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 an Official or duly appointed Agent of Us shall have been given to You.

3. OTHER INSURANCE

You shall give notice to Us of any insurance or insurances already effected, or which may subsequently be effected, covering any of the loss hereby insured against and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of Us before the occurrence of any Damage, all benefits under this Policy shall be forfeited.

4. DISPLACEMENT

Immediately upon any fall or displacement :-

- (a) of any building Damage to which might give rise to a claim under this Policy;
- (b) of any part of such building;
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part.

The insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein.

PROVIDED THAT –

- (i) 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 leaves such building or any part thereof or any property contained therein subject to increased risk of Damage or is otherwise material;
- (ii) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such building or range of buildings or structure were included in the Premises to which this Policy refers.
If any claim be made upon this Policy in consequence of Damage whether occurring before, during or after such fall or displacement You shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent, directly or indirectly, proximately or remotely; occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.

5. CHANGE IN RISK

The insurance by this Policy shall cease if:-

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued

or

- (b) Your interest cease otherwise than by death

or

- (c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of Us.

6. INCREASE IN RISK

Notice shall be given to Us and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering Your interest in the property at the Premises against Damage shall be increased.

7. CANCELLATION

This Insurance may be terminated at Your request by giving notice in writing, in which case We will return to the You 90% of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of cancellation provided that no claims have been made during the current policy year. This Insurance may also be terminated at Our option by sending fourteen (14) days' notice by registered letter to You at Your last known address, in which case We shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

8. CLAIM PROCEDURE

On the happening of any Damage in consequence of which a claim is or may be made under this Policy, You shall forthwith give notice thereof to Us and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Policy shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as We may in writing allow, at his own expense deliver to Us in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom.

You shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of Us for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

9. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy; or if the Damage be occasioned by Your wilful act, or with Your connivance; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 12th Condition of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

10. CONTRIBUTION

If at the time of any loss under this Policy there be any other subsisting insurance, whether effected by You or by any other person or persons covering such loss or any part of it, We shall not be liable to pay or contribute hereunder more than its rateable portion of such loss.

11. 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 his indemnification by Us.

12. ARBITRATION

Any difference arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so, then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve months from date of Our Disclaimer to You.

13. TIME LIMITATION

In no case whatever shall We be liable in respect of any claim under this Policy after the expiration of :-

- (a) one year from the end of the Indemnity Period, or if later,
- (b) three 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 action or arbitration.

14. MEANING

This Policy and the Schedule annexed (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.

15. NOTICE

Every notice and other communication to Us required by these conditions must be written or printed.

WARRANTY APPLICABLE TO THIS POLICY

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 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 an authorised agent of Us, 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 authorised to receive such premium shall lie on Us.

Subject otherwise to the terms and conditions of this Policy.

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