



ក្រុមហ៊ុនធានារ៉ាប់រង កម្ពុជានិយម

CAMPU LONPAC INSURANCE 柬埔寨大众伦平保险

**WE COVER YOU  
IN CAMBODIA**

**PUBLIC LIABILITY INSURANCE POLICY**

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

Correspondence : **CAMPU LONPAC INSURANCE PLC.**  
Address : 7<sup>th</sup> 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](mailto:complaint@campulonpac.com.kh)  
Website : [www.campulonpac.com.kh](http://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](mailto: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.

## PUBLIC LIABILITY INSURANCE POLICY

WHEREAS the Insured by a proposal which shall be the basis of this Contract and be held as incorporated herein has applied to the abovenamed company (hereinafter called 'the Company') for the indemnity hereinafter expressed and has paid or agreed to pay the Premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSES that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon the Company will indemnify the Insured against

- (A) All sums which the Insured shall become legally liable to pay for compensation in respect of
1. bodily injury to any person
  2. loss of or damage to property occurring within the Territorial Limits during the Period of Insurance as a result of an accident and happening or caused in connection with the Insured's Business as described in the Schedule.
- (B) All costs and expenses of litigation
1. recovered by any claimant against the Insured
  2. incurred with the written consent of the Company in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

The liability of the Company for damages and claimant's costs and expenses in respect of one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observed fulfil and be subject to the term exceptions and conditions of the Policy in so far as they can apply.

## EXCEPTIONS

- (A) The indemnity expressed in this Policy shall not apply to:
1. liability in respect of injury, illness, loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
  2. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
  3. liability in respect of
    - (a) bodily injury to any person under a contract of services or apprenticeship with the Insured if such liability is in respect of bodily injury arising out of and in the course of employment of such person by the Insured or to any member of the Insured's family
    - (b) any sums payable by the Insured under law and/or legislation relating to occupational bodily injury
  4. liability in respect of loss of or damage to property
    - (a) belonging to the Insured
    - (b) in the charge or under the control of the Insured or any servant or agent of the Insured or any member of the Insured's family
    - (c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work
    - (d) caused by or in connection with or arising from the bursting of any pressure part of
      - (i) any steam boiler or any economizer
      - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam - driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured
  5. liability in respect of
    - (a) loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
    - (b) bodily injury to any person or loss of or damage to property occasioned by resulting from any such loss or damage aforesaid
  6. liability in respect of bodily injury, loss of or damage to property caused by or in connection with or arising from:
    - (a) any mechanically propelled vehicle licensed for road use owned or possessed or used by or on behalf of the Insured
    - (b) any vessel or craft (other than hand propelled boats or pontoons) made or intended to be waterborne or airborne, or locomotives, any vehicle (or trailer attached thereto) or animal owned or possessed or used by or on behalf of the Insured, or the loading or unloading thereof
    - (c) the ownership or operation of an airport or airstrip
    - (d) any lift, elevator, escalator, hoists or crane owned or used by the Insured or for the maintenance of which the Insured is responsible
    - (e) defective sanitary arrangements or poisoning of any kind
    - (f) food or drink or foreign or deleterious matter in food or drink sold or supplied or provided or afforded or distributed by or on behalf of the Insured
    - (g) any commodity or goods or products or thing or any container thereof sold or supplied or distributed or serviced or repaired or renovated or altered or treated or processed or constructed or manufactured or installed or let on hire or handled by or on behalf of the Insured
    - (h) fire, explosion, flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado or other atmospheric disturbance or convulsion of nature
    - (i) any error, omission or negligence in any plan, design, drawing, specification, formula or advice or faulty material
    - (j) any remedial, professional or other advice or treatment given or administered omitted or prepared by the Insured or any person acting on behalf of the Insured

- (k) accident to any vessel or craft in consequence of the condition of unsuitability of any berth, docks or mooring
  - (l) construction and maintenance of coffer dams
  - (m) manufacture and storage of explosives
  - (n) mining, processing, manufacturing, distributing and/or storage of pure asbestos and/or products made entirely of asbestos or out of the removal and/ or shipping of asbestos
  - (o) infectious or contagious diseases
7. liability for any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, mutiny, revolution, insurrection, military or usurped power, strike, riot or civil commotion
  8. (a) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising 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, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
  9. any liability in respect of fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of compensatory damages.

**(B) FINES, PENALTIES, PUNITIVE DAMAGES EXCLUSION CLAUSE**

The Company will not be liable to indemnify the Insured or any party named in this Policy in respect of any fine or penalty imposed upon, or any punitive or exemplary damages awarded against, the Insured or any other party by a Court of law wheresoever situated.

In the event of a Court hearing to determine both compensatory damages and punitive or exemplary damages, should the Company decide to defend any suit or claim, the legal costs and expenses for which the Company shall be liable is limited to the proportion of the total legal costs and expenses which the amount of any compensatory damages awarded bears to the total of the amounts of both compensatory damages awarded and punitive or exemplary damages awarded.

**(C) GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE**

The Company shall not be liable for:

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants.
- (b) the cost of removing, nullifying or cleaning up pollutants.
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Notwithstanding the foregoing, this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) is caused by a sudden identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance.

For the purpose of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

**(D) I.T. CLARIFICATION CLAUSE**

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

Physical damage to 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:

1. 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.
2. 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.

**(E) TERRORISM EXCLUSION ENDORSEMENT**

The Insurance provided under this Policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity", as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

- A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
  1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
  2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act is intended, in whole or in part, to

- (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
  - (b) influence, disrupt or interfere with any government related operations, activities or policies;
  - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
  - (d) disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
  - (b) hostage taking or kidnapping;
  - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
  - (d) the use of any bomb, incendiary device, explosive or firearm;
  - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
  - (f) the injuring or assassination of any elected or appointed government official or any government employee;
  - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
  - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in section A(3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Company that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to
- 1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
  - 2. influence, disrupt or interfere with any government related operations, activities or policies;
  - 3. intimidate, coerce or frighten the general public or any segment of the general public; or
  - 4. disrupt or interfere with a national economy or economy or any segment of national economy.

**(F) ASBESTOSIS EXCLUSION CLAUSE**

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity.

**INTERPRETATIONS**

For the purposes of this Policy

- (a) proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor
- (b) the expression 'vehicle' shall include any type of machine on wheels or on caterpillar tracks
- (c) the expression 'vessel or craft' shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air
- (d) the expression 'bodily injury' includes death, illness and disease
- (e) the expression 'damage' includes loss
- (f) the expression 'property' shall mean material property only.

**LIMIT OF INDEMNITY**

- 1. The liability of Company under this Policy for all compensation payable which include damages and claimant's cost and expenses:
  - (a) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident
  - (b) in respect to all bodily injury loss and sustained during any one Period of Indemnity shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Insurance.
- 2. The Company will in addition pay all costs and expenses incurred with its written consent, provided that such payment be always subject to the Limit of Indemnity specified in the Schedule.
- 3. The Company will be liable for damages or compensation and related costs and expenses of litigation payable under the terms and conditions of this Policy, only to the extent the aggregate of such amounts arising out of one occurrence exceeds the amount of Excess specified in the Schedule. The Insured shall bear for this own account the damages and compensation and related costs and expenses up to the amount of the said Excess per occurrence.

**PROVIDED ALSO** that the Company's of liability with respect to Items (1) and (2) above shall not exceed the Limit of Indemnity as specified in the Schedule.

## CONDITIONS

This Policy and the Schedule shall be read together as one contract any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear

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 of duly authorised representative of the Company shall have been issued therefor.
2. The Insured shall give written notice to the Company of any accident or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative.
3. The Insured shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
4. The Company may in the case of any accident pay to the Insured the Limit of Indemnity for any one Accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clause(B) on the first page of this Policy incurred prior to the date of payment of such Limit of indemnity or such lesser sum.
5. If the premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
6. If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
7. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven (7) days give notice in writing to the Company and shall pay additional premium as the Company may require. But until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any injury or illness loss or damage due altogether or in part to any such alteration or change.
8. 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.

9. The Insured shall exercise reasonable care that only steady, sober and competent employees are employed, that all building, works, plant, machinery, furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulation imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.
10. All differences arising out of this Policy 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 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 appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. The due observance and fulfilment of the terms, provisions, conditions and endorsements 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.

12. The Company shall not be liable to pay for:

- (a) Compensation for damages in respect of judgement not delivered or obtained from a court of competent jurisdiction within Cambodia.
- (b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recovered in Cambodia

13. Governing Law

This Policy is to be construed, and any dispute in respect of this Policy is to be determined, in accordance with laws of the Kingdom of Cambodia.

14. **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 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 authorised 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 authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.

15. **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.