



**ក្រុមហ៊ុនធានារ៉ាប់រង កម្ពុជានយោបាយ**

**CAMPU LONPAC INSURANCE 柬埔寨大众伦平保险**

**WE COVER YOU  
IN CAMBODIA**

**ALL BENEFITS PERSONAL ACCIDENT 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 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.

## ALL BENEFITS PERSONAL ACCIDENT 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 shall be the basis of this Contract and is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the aforesaid Schedule as consideration for the Insurance hereinafter contained.

**NOW THIS POLICY WITNESSES** that if 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 the Insured shall sustain any bodily injury caused solely and directly by violent accidental external and visible means and being the sole and direct cause of the Insured's death or disablement as hereinafter defined, THEN the Company will pay to the Insured or in the event of the death of the Insured to the Insured's legal personal representatives the sum or sums of money set forth in the Schedule.

**Provided always that:**

1. No compensation stated in the Schedule shall be payable:
  - (a) Under **Items A to B** unless the death or loss takes place within 365 days after the date of the bodily injury.
  - (b) Until the total amount of compensation shall have been ascertained and agreed.
2. In respect of any sums payable under **Item B** the maximum shall not exceed 100% of the Capital Sum Insured under **Item A** and in the event of the loss of fingers from one hand the maximum shall not exceed the amount payable for loss of one hand.
3. The Insured shall not be entitled to compensation under more than one of the Items in the Schedule in respect of any one accident.
4. The Company shall not be liable to make any further payment under this Policy after a claim under either **Item A or Item B** has been admitted and becomes payable.
5. This Policy **SHALL NOT COVER** death, loss or disablement directly or indirectly caused :
  - (a) while the Insured is using any kind of wood-working machinery operated by mechanical power or motor-riding on any motor-cycle (whether as a passenger or otherwise and whether or not a sidecar is attached) or is engaged in any professional sports, hunting, mountaineering, water skiing, sledding, tobogganing, racing of any kind other than on foot, boxing, wrestling, any form of unarmed combat, winter sports, ice hockey, polo, underwater activities requiring breathing apparatus, water ski-jumping, parachuting, hang-gliding, steeple chasing, bungee jumping and any other hazardous sports or activities.
  - (b) by fits, or hernia, illness of any kind, venereal disease, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named, the hand of Justice, any unlawful act on the part of the Insured, or willful exposure of the Insured to unnecessary danger except in the attempt to save human life.
  - (c) while the Insured is in a state of unsound mind.
  - (d) while the Insured is serving in the Armed Forces of any country or International authority, whether in Peace or War, and in such an event the Company, upon application by the Insured, shall return the pro-rata Premium for any such period of service.
6. This Policy **does not cover** death, loss or disablement directly or indirectly caused :
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim 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.
  - (b) nuclear weapons material 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 exception combustion shall include any self-sustaining process of nuclear fission.
  - (c) the Insured having travelled in any Aircraft unless as a passenger in a fully licensed passenger carrying aircraft but not as a member of the crew nor for the purpose of engaging in any trade or technical operation therein.
  - (d) self injury, suicide or attempted suicide (whether felonious or not), provoked assault, intoxicating liquor, drugs or insanity.
  - (e) where the Insured is a female-pregnancy, childbirth or confinement.

**7. TERRORISM EXCLUSION CLAUSE (Worldwide Coverage)**

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.

(NMA 2919)

## COMPENSATION

<b>Item A. ACCIDENTAL DEATH</b> .....		Amount as listed in the schedule	
<b>Item B. PERMANENT TOTAL / PARTIAL DISABLEMENT</b>			
Loss of two limbs ]		<b>Item B (cont.)</b>	
Loss of both hands, or of all fingers and both thumbs ]		Loss of thumb	- both phalanxes 25%
Total loss of sight of both eyes ]			- one phalanx 10%
Total paralysis ]		Loss of index finger	- three phalanxes 10%
Injuries resulting in being permanently bedridden ]			- two phalanxes 8%
Any other injury causing permanent total disablement ]			- one phalanx 4%
Loss of arm at shoulder ]		Loss of middle finger	- three phalanxes 6%
Loss of arm between shoulder and elbow ]			- two phalanxes 4%
Loss of arm at elbow ]	100% of Item A		- one phalanx 2%
Loss of arm between elbow and wrist ]		Loss of ring finger	- three phalanxes 5%
Loss of hand at wrist ]			- two phalanxes 4%
Loss of leg – at hip ]			- one phalanx 2%
between knee and hip ]		Loss of little finger	- three phalanxes 4%
below knee ]			- two phalanxes 3%
Loss of eye – whole eye ]			- one phalanx 2%
sight ]		Loss of metacarpals	- first or second (additional) 3%
Loss of sight of eye except perception of light ..... 50%			- third, fourth or fifth (additional) 2%
Loss of lens of eyes ..... 50%		Loss of toe	- all 15%
Loss of four fingers and thumb of one hand ..... 50%			- great, both phalanxes 5%
Loss of four fingers ..... 40%			- great, one phalanx 2%
			- other than great, if more than one toe lost, each 1%
		Loss of hearing	- both ears 75%
			- one ear 15%

Permanent total loss of use of member shall be treated as loss of member. Where the injury is not specified the Company will adopt a percentage of disablement which in its opinion is consistent with the above scale.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the Policy.

Where a claim and/or payment had been made on any one injury to an Insured Person, the Company shall not make any other payment with respect to the same injury again in relation to the Insured Person.

### **Item C. ACCIDENT MEDICAL INDEMNITY (optional) – Amount as listed in the Schedule**

Pays the actual expenses incurred, up to the amount selected, for medical and surgical care, trained nursing care and hospitalization commencing within 52 weeks from date of accident.

## CONDITIONS

1. This insurance shall not commence until premium has been actually paid to and accepted by the Company and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form or receipt duly signed by an authorized representative of the Company shall have been issued therefor.
2. The Insured shall give immediate notice to the Company of any change of address, occupation, pursuits or of any injury, disease, physical defect or infirmity by which the Insured has become affected and also notice of any other insurance (excepting in connection with a Motor Insurance Policy) effected against accident or incapacity.
3. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured shall within thirty (30) days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.
4. The Insured (or the Insured's legal personal representatives) shall at the expense of the Insured furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Insured the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

5. All notices required to be given by the Insured to the Company must be in writing addressed to the nearest Local Branch or Agency or the Company 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.
6. The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the Insured (or of the Insured's legal personal representatives) alone shall be effectual discharge.
7. 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 there from 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.
8. This Insurance may be terminated at the request of the Insured by giving 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 that no claims have been made during the current policy year. This Insurance may also be terminated at the option of the Company by sending ten (10) days' notice by registered letter 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. If any difference arises 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.
10. 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.
11. The due observance and fulfillment of the terms, conditions and endorsements of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire, proposal and monthly declarations made by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### 12. 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.

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