

TRAVELLER'S PERSONAL ACCIDENT INSURANCE POLICY

Whereas the Insured hereto has submitted to Campu Lonpac Insurance Plc. (hereinafter called "the Company") a written Proposal and Declaration which the Insured has agreed shall be the basis of this contract and which is deemed to be incorporated herein and in consideration of the Insured having paid or agreeing to pay the Premium stated in the schedule and subject to the Terms and Conditions endorsed hereon or attached hereto.

SECTION A – PERSONAL ACCIDENT BENEFIT

The Company will pay to the Insured the sum or sums of money herein specified if the Insured Person shall sustain during the Period of Insurance specified in the Schedule any bodily injury caused by accidental external and visible means which injury independent of any other cause shall result in the Insured Person's :-

a) Death	100% of Capital Sum Insured
b) Injuries resulting in being permanently bedridden.....	100% of Capital Sum Insured
c) Loss of two limbs or of two eyes.....	100% of Capital Sum Insured
d) Loss of one limb and one eye.....	100% of Capital Sum Insured
e) Loss of one limb or of one eye.....	50% of Capital Sum Insured

REPATRIATION EXPENSES

In the case of death outside Cambodia, the Company will pay in addition to the above stated benefit, the cost of returning the body or ashes of the Insured Person to his home address in Cambodia subject, however to the limit of 10% of Capital Sum Insured or USD1,500.00 maximum.

DEFINITIONS

1. Loss of a limb shall mean the total loss of use of a whole limb or the loss of a hand or foot by physical severance at or above the wrist or ankle.
2. Loss of an eye shall mean the total and irrecoverable loss of all sight of one eye.

PROVIDED ALWAYS THAT:-

1. No compensation stated in the above shall be payable unless the death or loss takes place within 365 days after the date of the Bodily Injury.
2. Compensation payable under the above Benefits shall be under only one item of (a) to (e) in respect of any one accident.
3. Total compensation payable under this Section (excluding Repatriation Expenses) shall not exceed the Capital Sum Insured.

SECTION B – HOSPITALISATION BENEFITS

If during the Period of Insurance, the Insured Person is confined in a legally constituted hospital as a result of accidental bodily injuries, disease or sickness suffered or contracted during the Period of Insurance, the Company will pay the benefits hereinafter provided subject to the provisions, conditions and limitations herein or which may be endorsed hereon.

Definitions

Unless otherwise required by the context, the following definitions shall apply:-

- a) "Registered Medical Practitioner" shall mean a physician qualified by degree in Western Medicine who is legally licensed and duly qualified to practise medicine and surgery authorized in the geographical area of his practice.
- b) "Hospital" shall mean any lawfully operating public or private hospital which has facilities for diagnosis and major surgery and provides 24 hours a day nursing services by registered graduate nurses.
- c) "Any one disability" shall mean all disabilities arising from the same cause including any and all complications therefrom, except that after 30 days following the latest discharge from hospital any subsequent disability, meaning a recurrence or relapse from the same cause shall be considered a new disability.

Minimum Period of Confinement

Each hospital confinement must be for a minimum period of six (6) consecutive hours before any benefits hereunder are payable, except that no minimum period of hospital confinement is required if such confinement is in connection with a surgical operation, or if the Hospital makes a charge for room and board.

Benefits

a) Room, Board and General Nursing Benefits

A hospitalization benefit shall be paid when, upon recommendation of a Registered Medical Practitioner, an insured person is registered as a bed patient in a hospital. The amount of the said benefit shall be equal to the actual charges made by the Hospital during the Insured Person's confinement.

b) Hospital Miscellaneous Services

In addition to the Daily Benefit under Paragraph (a) of this Section, a special hospital service benefit shall be paid during the period that an Insured Person is registered as a bed patient in a Hospital and is furnished or rendered any special hospital service which is regularly given by the Hospital for treatment of that disability. The amount of said benefit shall be equal to the actual charges made by the Hospital during the Insured Person's confinement.

The hospital special services covered under this Section consist of the following:-

- (i) Use of Operating Room
- (ii) Drugs and Medicines consumed in premises
- (iii) Dressings, Ordinary Splints and Plaster Casts
- (iv) Laboratory Examinations
- (v) Electrocardiograms
- (vi) Basal Metabolism Tests
- (vii) Physical Therapy
- (viii) Anaesthesia and Oxygen and their administration
- (ix) X-ray therapy, radium therapy, radium and isotopes
- (x) X-ray Examination
- (xi) Intravenous Infusions
- (xii) Administration and the cost of Blood or Blood Plasma
- (xiii) Ambulance Services to and/or from the Hospital

c) Surgical Benefit

In addition to the benefits payable under (a) and (b) above, a surgical benefit will be paid in an amount equal to the sum actually charged for such operation.

d) In-Hospital Doctor's Visits

In addition to the above benefits, the Company will pay to the Insured Person, who required the services of a Registered Medical Practitioner in connection with the treatment of accidental bodily injury or sickness the regular and customary charges for visits made by the Registered Medical Practitioner to the hospital.

e) Emergency Accidental Outpatient Benefit

Costs of Services and Supplies furnished by the hospital or a medical clinic in connection with an emergency treatment of bodily injury arising from an accident and received as an outpatient within 24 hours of the accident. Payment for such expenses at a result of any disability shall be limited to all treatment fees incurred within 24 hours from the Initial treatment and shall not exceed 50% of the Hospitalisation Benefit as insured under this Policy.

f) Post Hospitalisation / Surgical Treatment

Following discharge from hospital, expenses incurred for follow-up treatment by the same physician will be reimbursable up to a period of 30 days immediately following discharge from hospital.

Maximum Benefits

This Section B will pay for benefits based on actual, necessary and reasonable expenses incurred by the Insured Person but shall not exceed the maximum benefit insured as stated in the schedule for the whole duration of the journey.

Exclusions

- 1) No benefits shall be payable with respect to any period of hospital confinement unless the entire confinement and all the special hospital services so rendered and performed had been recommended and approved by a Registered Medical Practitioner and in accordance with the diagnosis and treatment of the condition for which the hospital confinement was required.
- 2) No benefit shall be paid for the following services, products and conditions:-
 - a) Pre-existing conditions.
 - b) Congenital anomalies or physical defects present at birth.
 - c) Dental examination, filling, extraction including removal of impacted tooth and general dental care except dental operation resulting from an injury sustained by the Insured Person in any accident.
 - d) Outpatient physiotherapy treatment, procurement or use of special braces, appliances or equipment.
 - e) For eye glasses, contact lens or for the examinations for prescribing them or fitting them.
 - f) For preventive care including routine physical examinations.
 - g) Rest care or sanitarium care; drug addiction or alcoholism; communicable diseases requiring isolation by law or quarantine in the event of an epidemic, special nursing care.
 - h) Injuries due to insanity or self-infliction.
 - i) Treatment for obesity, weight reduction or weight improvement.
 - j) Treatment to improve the psychological, mental or emotional well-being of the insured person.
 - k) Cosmetic surgery for purpose of beautification or plastic surgery; non-medical personal services such as telephone.
 - l) Hospital confinement or treatment relating to birth control or infertility; pregnancy which shall include resulting childbirth, miscarriage, or any complications resulting from pregnancy.
 - m) No benefits shall be payable for any illness, disability, injury or any condition or complications arising from or due to (whether directly or indirectly) the human immuno-deficiency virus, AIDS.

SECTION C – BAGGAGE

The Company will indemnify the Insured Person for the intrinsic value or cost of repairs of baggage, whichever is the lesser amount, against loss or damage to the baggage during the Period of Journey arising from the risks of Fire, Theft, Seawater Damage and Accidental Damage.

Conditions

- a) The Company will pay a maximum value of USD500.00 per article.
- b) This **Section C** is subject to an excess of USD100.00 each and every loss which will be borne by the Insured Person.
- c) Jewellery, watches, cash, traveller's cheques, document and securities are excluded under the coverage of this **Section C**.

Insurance Coverage under this Policy for the Insured Person shall start when the Insured Person leaves his place of residence in Cambodia to commence his journey and shall continue until the time of return from his journey to such place of residence in Cambodia and provided this entire time period falls within the Period of Insurance as stated in the Policy.

AUTOMATIC EXTENSION

It is hereby agreed and declared that if the Insured Person does not complete the journey within the Period of Insurance due to unforeseen delay or interruption of public transport service which is entirely beyond the Insured Person's control, the Period of Insurance shall be extended automatically for such further period as may be reasonably necessary for completion of the journey, subject to a maximum extension of 5 days from the original expiry date.

GENERAL CONDITIONS

1. The Company shall not be liable in respect of death or disablement or medical expenses incurred or loss directly or indirectly caused by arising from or traceable to:
 - a) War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Military or Usurped Power.
 - b) Ionising radiations or contamination by radioactivity from any nuclear fuel, waste, fission or weapons.
 - c) The Insured Person travelling in or entering or descending from any aircraft except as a fare paying passenger in a fully licensed standard passenger carrying aircraft.
 - d) Any accident occurring whilst the Insured Person is taking part in any occupation or employment or in Hunting, Steeplechasing, Polo, Mountaineering, Wintersports, Hang-gliding, Sky-diving or Racing, Bungee Jumping or any hazardous activities.
 - e) Suicide or attempted suicide (whether felonious or not) or willful exposure to needless peril except in an attempt to save human life.
 - f) Any accident occurring whilst the Insured Person is in a state of insanity or is under the influence of intoxicating liquor or drug not prescribed by a qualified medical practitioner.
 - g) Pregnancy or Childbirth or suffering from bodily injury due to a gradually operating cause.
2. Upon the happening of any accident likely to give rise to a claim under this Policy, the Insured shall give written notice to the Company as soon as possible but in any event not later than fourteen days after the occurrence of the injury, sickness or loss.
3. All certificates information and evidence required by the Company for the purpose of verifying any claim under this policy shall be furnished at the expense of the Claimant.
4. The Insured's or the Insured's personal representatives receipt shall discharge the Company. The Insured Person's personal representative shall have no right to claim from or sue the Company.
5. If the Company shall disclaim liability to the Insured (or to the Insured's legal representatives) for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of 12 months from the date of such disclaimer unless the claim is the subject of pending Court action.
6. If any difference arises as to the amount of any loss or damage or benefit payable such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator of the amount of the loss or damage or benefit payable if disputed shall be first obtained.

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)

8. CASH BEFORE COVER

It is fundamental and absolute condition of this Policy that the full premium payable is received by the Company on or before the effective date of this Policy or endorsed hereafter. The Company shall not be liable upon this Policy unless the said premium is paid to the Company before commencement of cover.

9. 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.