



**ក្រុមហ៊ុនធានារ៉ាប់រង កម្ពុជានយ៉ា**

**CAMPU LONPAC INSURANCE** 柬埔寨大众伦平保险

**WE COVER YOU  
IN CAMBODIA**

**FOOD AND BEVERAGE INSURANCE PACKAGE**

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.

## FOOD AND BEVERAGE INSURANCE PACKAGE

**WHEREAS** the Insured named in the Schedule by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to CAMPU LONPAC INSURANCE PLC (hereinafter called 'the Company') for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the Schedule as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance specified in the Schedule and subject to the terms, exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) the Company will indemnify the Insured in the manner and to the extent hereinafter provided in the Sections.

### SECTION I (A) - FIRE AND NAMED PERILS

#### DEFINITION

**Insured Property** means the property of the Insured or for which the Insured is responsible including:

- i building and its outbuildings (if specifically insured) excluding foundation;
- ii stock in trade;
- iii furniture, furnishings, fixtures and fittings, decorations or improvements, whether installed by the Insured or belonging to the landlord for which the Insured is responsible;
- iv office contents including computers, deeds, documents and sample stocks; and
- v decorations or improvement installed by the Insured including landlord's fixtures.

#### COVER

The Company will by payment or at its option by reinstatement or repair indemnify the Insured up to but not exceeding the sum specified in the Schedule during any one Period of Insurance against loss or damage to the Insured Property caused by any of the under mentioned perils:-

1. Fire but excluding loss or damage by:-
  - a) theft during or after the occurrence of a fire;
  - b) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
  - c) subterranean fire;
  - d) burning of property by order of any public authority.
2. Lightning.
3. Bursting and overflowing of water tanks, apparatus or pipes from within the building containing the Insured Property but excluding:-
  - a) damage thereto;
  - b) loss or damage whilst the building is untenanted;
  - c) loss or damage caused by subsidence or landslip;
  - d) loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings;
  - e) the first USD (amount as stated in the Policy) of each and every claim.
4. Storm and Tempest which shall mean loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm but subject to the following Excess Clause and Special Conditions:

#### Excess Clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by Storm and Tempest, the Company's liability shall be limited to the amount by which such loss or damage exceeds the first USD (amount as stated in the Policy) of each and every claim

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property;
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

2. This endorsement does not extend the insurance under this Policy to cover:-
  - a. consequential loss of any kind;
  - b. loss or damage caused by hail whether driven by wind or not;
  - c. loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy;
  - d. loss or damage caused by 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, will be deemed to be loss by fire within the meaning of this Policy;
  - e. loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for 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 extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this endorsement does not cover:-
  - a. metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description;
  - b. premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the policy.

#### **EXTENSIONS**

1. **Alterations and Repairs**  
Workmen are allowed in on or about the premises herein referred to carry out minor alterations and repairs without prejudice to the terms of the Policy.
2. **Appraisalment**  
If the aggregate claim for any one loss does not exceed USD1,000.00 or 5% of the Sum Insured whichever is the lesser amount by item or items affected no special inventory or appraisalment of the undamaged property shall be required.
3. **Fire Brigade Charges and Extinguishing Costs**  
The insurance under this Section extends to include fire brigade charges the cost of replenishment of fire fighting appliances provided always that the liability of the Company in respect of such costs 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 and shall in no case exceed the sum of USD500.00 any one loss.
4. **Other Contents**  
It is agreed that the term "Insured Property" also includes:
  - a) documents manuscripts and business books but only for the value of the material as stationery, together with the costs of clerical labour expended in writing up and not for the value to the insured of the information contained therein and for an amount not exceeding USD250.00 in respect of any one document, manuscript or business book;
  - b) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding USD250.00;
  - c) patterns, models, moulds, plans and designs, for an amount not exceeding USD250.00 in respect of any one pattern, models, moulds, plans or design.
5. **Removal of Debris**  
The insurance under this Section extends to include costs and expenses necessarily incurred by the Insured in removing and disposing debris, dismantling or demolishing and shoring up or propping effectively temporary repairs of the portion or portions of the Insured Property provided such costs and expenses
  - a) are not recoverable from any other policy of insurance;
  - b) shall not include costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances;
  - c) shall not exceed 5% of the Total Sum Insured under this Section.

#### **EXCLUSIONS**

This Section does not cover

1. property (except signs or neon signs) in the open or the course of construction, erection, installation, repair maintenance, dismantling, demolition, removal or testing;
2. property in the course of manufacture if such loss, destruction or damage is sustained while the property is being actually worked upon;
3. furs, garments trimmed with fur, jewelry, watches, pearls, set or unset precious stones, gold, silver, platinum or other precious metals and alloys;
4. animals, birds, fish or plants;

5. (a) consequential loss of any kind whatsoever;
- (b) loss of or damage caused by gradual deterioration, inherent vice, latent defect, insects of any kind, moth, vermin, termites, contamination, wear and tear, dampness or dryness of atmosphere, extremes or changes in temperature, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change on flavour or color or texture or finish or action of light;
- (c) loss resulting from unexplained or mysterious disappearance or shortage discovered upon stock taking of the inventory;
- (d) any loss arising from fraud or dishonesty of the Insured or any member of the Insured's household or any of the Insured's household or any of the Insured's directors, partners or employees;
- (e) the cost of replacing or rectifying defective materials, workmanship, design or defects or omission in design, plan or specification;
- (f) the freezing or solidification of molten material;
- (g) loss of or damage to resulting from the enforcement of any statute or regulation controlling the construction, repair or demolition of the Insured Premises hereunder or by the suspension, lapse or cancellation of any lease contract or order;
6. (a) electrical or mechanical breakdown or derangement of plant machinery or equipment;
- (b) deterioration of Property Insured due to change in temperature or humidity or failure or inadequate operation of any air-conditioning, cooling or heating system;
- (c) subsidence, ground heave, landslip, erosion, settling or cracking;
7. money, securities or other negotiable instruments, travel tickets, unless specially mentioned in the Schedule, or property more specifically insured;
8. loss of or damage to caused by or arising from programming, keying labelling or inserting inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields;
9. loss of or damage to stock-in-trade whilst in transit;
10. losses arising from pollution or contamination.

## SECTION I (B) - STAFFS' ACCIDENT

### COVER

The Company will pay the Insured or his legal representative the Benefits shown in the Policy if during the Period of Insurance an Insured Person aged between 16 and 65 years sustains bodily injury caused solely and indirectly by violent, accidental, external and visible means which independently results in death or permanent disablement anywhere within Cambodia occurring within twelve (12) calendar months from the date of the accident.

### DEFINITIONS

1. "Permanent Disablement" means the complete and irrecoverable loss of use of any member or members specified in the Basis of Settlement.
2. "Loss of Sight" means total and irrecoverable loss of sight.

## SECTION II (A) - PUBLIC LIABILITY

### COVER

The Company shall indemnify the Insured against all sums which the Insured shall become liable to pay as damages in respect of accidental bodily injury (including death or disease) to any person and accidental loss of or damage to property in Cambodia and occurring during the Period of Insurance in connection with the Business specified in the Schedule.

### DEFINITION

Insured is deemed to include the following under this Section:

1. The named Insured.
2. Any director, partner or employee of the Insured BUT ONLY whilst acting within the scope of their duties in such capacity.
3. Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word "Insured" will be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties PROVIDED THAT nothing in this clause will operate to increase the Company's liability.

### LIMIT OF INDEMNITY

The Company's liability for all claims shall not exceed the Limit of Indemnity stated in the Schedule in respect of one occurrence or series of occurrences consequent upon one original cause in respect of all bodily injury loss or damage and is unlimited in any one Period of Insurance in respect of all occurrences.

The Company's liability in respect of claims for compensation within the legal jurisdiction of the Kingdom of Cambodia during any one period of insurance shall not exceed the Limit of Indemnity stated in the Schedule and the Limit of Indemnity shall be deemed to be inclusive of all legal costs charges and expenses incurred by either the Company or the Insured with the written consent of the Company and all legal costs charges and expenses recoverable from the Insured by any claimant.

### EXCLUSIONS

This Policy shall not be liable in respect of:

1. Injury to Employees  
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 and any sums payable by the Insured under law and/or legislation relating to occupational bodily injury.
2. Property in Custody or Control  
Property Damage to:
  - a) Property owned by or leased or rented to the Insured; or

b) Property in the physical or legal control of the Insured.

But this exclusion shall not apply to liability for Property Damage to:

- i) premises (including Landlord's fixtures and fittings) which are leased or rented to the Insured;
- ii) premises (and the contents thereof) not owned, leased or rented by the Insured but temporarily occupied by the Insured for work therein but no indemnity is granted for damage to that part of the property on which the insured is working and which arises out of such work;
- iii) vehicles (not belonging to or used by or on behalf of the Insured) in the physical or legal control of the Insured where such property damage occurs whilst any such vehicles are in a car park owned or operated by the Insured. Cover under this exclusion 2(iii) does not apply if the Insured as part of his business is a car park owner or operator for reward;
- iv) employee's property.

3. Insured's Product

Claims arising directly or indirectly out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured, other than goods sold or supplied at or from a canteen provided by the Insured primarily for the use of Employees of the Insured.

4. Loss of Use

Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- a) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement;
- b) the failure of the Insured's Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured's Products after such Products have been put to use by any person or organisation other than an Insured.

5. Pressure Vessels

Claims in respect of bodily injury or property damage arising directly or indirectly from explosion or collapse of boilers, steam generators or other vessels under pressure:

- a) owned by The Insured; or
- b) in the physical or legal control or used by The Insured and in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder, provided however that this Exclusion does not apply to pressure vessels with a capacity of one cubic metre or less.

6. Aircraft and Watercraft

Claims arising out of ownership, maintenance, operation or use by the Insured of:

- a) any aircraft, hovercraft, or
- b) any watercraft or vessel.

7. Vehicles

Personal injury or property damage arising out of the ownership, possession, operation, control, maintenance or use by the Insured of any vehicle:

- a) which is registered; or
- b) which is required under any legislation to be registered;
- c) in respect of which insurance is required to be effected by or on behalf of the Insured by or under any legislation whether or not such insurance is effected.

Exclusion 7a to 7c does not apply to personal injury or property damage:

- i) caused by or arising from the delivery or collection of goods to or from any vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare;
- ii) arising out of the loading or unloading of or the delivery or collection of goods to or from any Vehicle used in work undertaken by the Insured or on the Insured's behalf but not in the insured's physical or legal control.

8. Contractual Liability

Liability assumed by the Insured under any contract or agreement except to the extent that such liability would have been implied by law.

9. Building Work

Claims in respect of bodily injury or property damage directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of The Insured except with erection, demolition, alteration or addition not exceeding the sum of USD10,000.00.

10. Professional Liability

The rendering of or failure to render professional advice or service by the Insured or any error or omission in connection therewith but this exclusion does not apply to the rendering or failure to render professional medical advice by medical persons employed by the Insured to provide first aid and other medical services on the Insured's premises.

11. Vibration

Claims in respect of damage to any land or fixed property arising directly or indirectly from vibration.

12. Libel and Slander

Liability arising out of the publication or utterance of a libel or slander.

13. Pollution

- a) Personal injury or property damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. Provided that this exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety

at a specific time and place;

- b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution provided that this exclusion 13(b) shall not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in personal injury and/or property damage.

14. Faulty Workmanship

The cost of performing completing, correcting or improving any work undertaken by the Insured.

15. Fines and Penalties

Fines, penalties or liquidated damages, punitive or exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compulsory damages.

#### EXTENSIONS

This Section extends to cover the following PROVIDED THAT the limit of indemnity is not otherwise exceeded:

1. Fire and Explosion

It is hereby declared and agreed that the Policy is extended to cover risks of 'fire and explosion'. Provided always that the Company shall not under this endorsement be liable for any liability in respect of bodily injury or loss of or damage to property caused by or in connection with or arising from the bursting of a boiler economiser or other vessel machine or apparatus wherein internal pressure is due to steam only.

2. Sports and Social Activities

It is agreed that the Insured shall include any sport and/or social club duly formed and/or organised by employees of the named insured, but only with respect to sports and social activities of such club.

3. Food and Drinks Poisoning

It is agreed that this Policy shall extend to include liability for death or bodily injury caused by or arising out of deleterious matter in food or drink sold or supplied by the Insured at or from the premises described in the Schedule as "Territorial Limits". Provided that the liability of the Company in this respect shall not exceed in respect of any one person or number of persons arising out of any one event the limits specified in the Schedule.

## SECTION II (B) - BURGLARY

#### COVER

The Company will pay the Insured for loss by Theft consequent upon actual forcible and violent entry or exit upon the said Premises or committed by any person or persons (other than employees) feloniously concealed thereon.

#### EXCLUSIONS

The Company shall not cover :

1. loss or damage due to any such theft as aforesaid or to any attempt thereat by any of the Insured's family, employees, domestic servants, or any person lawfully on the Premises;
2. 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;
3. loss or damage arising whilst the Premises is unoccupied for a period exceeding thirty (30) consecutive days;
4. loss occurring in any yard, garden, outbuilding or other appurtenances.

#### EXTENSIONS

1. Damage to Premises

This Section is extended to cover loss or damage to the Insured Premise including gates, fences and other appurtenances causing by or arising from theft consequent upon entry into such premises up to a limit of USD250.00

2. Armed Robbery /Hold Up

This Section is extended to cover the risk of armed robbery /hold up inside the premises. The words "armed robbery/hold up" shall mean taking of insured property :-

- 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.

#### CONDITIONS

1. Cheating

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating as below.

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to caused damage or harm to that person in body, mind, reputation or property is said to 'cheat'."

2. Criminal Breach of Trust

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as defined below.

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or

converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits 'criminal breach of trust'."

## SECTION II (C) - MONEY

### DEFINITION

**Business Hours** means the Insured's office hours and the working hours (including overtime) during which the Insured or his Principals or employees entrusted with the Insured's money are at the premises for the purpose of the Insured's business.

**Principals** means executive officers of the Insured and the Insured's directors but only whilst acting in their capacity as directors.

**Money** means cash, bank and currency notes, cheques, postal notes and money orders, bank drafts, sales vouchers, current postage and revenue stamps, promissory notes, postage and revenue franking tickets or other redeemable vouchers, the Insured's own or the property of others in the Insured's custody or control.

### COVER

The Company will pay the Insured for loss of money whilst in:

1. transit anywhere in Cambodia by the Insured or any of his authorised employees;
2. the Insured's premises provided such money is kept in locked safe, cash register, drawer or strongroom at all times after business hours.

### EXCLUSIONS

The Company shall not be liable for loss of Money

1. as a result of shortages due to clerical or accounting errors or omission or due to depreciation in value or to the use of counterfeit money;
2. entrusted to any person other than the Insured, his Principals or employees;
3. through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any member of the Insured's family or any person or persons in the service of the Insured;
4. from an unattended vehicle;
5. from safes, strongrooms or other depository following the use of the keys or combination numbers to the safes or strongroom or other depository unless the keys or combination numbers are obtained by threats or violence.

### EXTENSIONS

1. Loss / Damage to Safe / Strongroom

This Section is extended to cover loss or damage to the Insured's safe or strongroom resulting directly from any attempt to remove the contents of such locked safe or strongroom up to a limit of USD250.00.

## SECTION II (D) - PERSONAL ACCIDENT

### COVER

The Company will pay the Insured or his legal representative the Benefits shown in the Policy if during the Period of Insurance an Insured Person aged between 16 and 65 years sustains bodily injury caused solely and indirectly by violent, accidental, external and visible means which independently results in death or permanent disablement anywhere in the world occurring within twelve (12) calendar months from the date of the accident.

### DEFINITIONS

1. "Permanent Disablement" means the complete and irrecoverable loss of use of any member or members specified in the Basis of Settlement.
2. "Loss of Sight" means total and irrecoverable loss of sight.

### EXCLUSIONS:

#### APPLICABLE TO SECTION I (B) – STAFFS' ACCIDENT AND SECTION II (D) – PERSONAL ACCIDENT ONLY

The Company will not pay for claims directly caused by:

1. suicide, self-destruction, self-inflicted injury or any attempt thereof while sane or insane;
2. arising from AIDS, HIV or any sexually transmitted disease;
3. as a result of being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered on medical advice;
4. flying or other aerial activity other than flying in a power-driven aircraft as a passenger but not as a member of the crew or for the purpose of any trade or technical operation in or on the aircraft;
5. illegal acts of an Insured Person;
6. naval, military or airforce service or operations other than injury sustained by the Insured Person Pregnancy or childbirth;
7. the Insured Person engaging in or taking part in driving or riding any kind of race or professional sports;
8. any pre-existing condition or illness.

### EXTENSIONS:

#### APPLICABLE TO SECTION I (B) – STAFFS' ACCIDENT AND SECTION II (D) – PERSONAL ACCIDENT ONLY

This Section extends to cover:

1. **Exposure**  
When by reason of accidental injury an Insured Person is exposed to the elements and as a result of such exposure suffers death, such death shall be covered hereunder.
2. **Disappearance**  
If the body of the Insured Person has not been found within one (1) year after the date of the disappearance following sinking or wrecking of the conveyance in which he was travelling at the time of the injury and under such circumstances as would otherwise be covered hereunder the disappearance of the Insured Person shall be considered as constituting a claim under this Policy provided that if at any time after payment has been made by the Company in settlement of such a claim the Insured Person is found to be living any sum so paid by the Company shall be refunded forthwith.
3. **Insect, Animal or Snake Bites**  
The Company shall cover the Insured Person for death or bodily Injury sustained, or the incurring of expenses for medical treatment (if insured), arising solely and directly out of, or resulting from insect, animal or snake bites. However, this extension shall exclude all cover for death of bodily Injury sustained, or the incurring of expenses for medical treatment, if such result or treatment is a consequence of any illness or disease subsequently arising from insect, animal or snake bites.
4. **Accidental Gas Inhalation, Drowning And Food Poisoning Clause**  
The Company shall cover the Insured Person(s) against death or permanent disablement as herein defined arising out of or resulting from Accidental Gas Inhalation, Drowning, Food Poisoning or other similar misfortune with or without any sign of external or violent visible injury.

**CONDITIONS:**

**APPLICABLE TO SECTION I (B) – STAFFS’ ACCIDENT AND SECTION II (D) – PERSONAL ACCIDENT ONLY**

1. Following injury the Insured Person must promptly obtain and follow medical advice from a qualified practitioner who must also provide a certificate confirming the nature and extent of the injury.
2. This Section shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Insured material to or in connection with:
  - a) the health of the Insured Person, and in particular
    - i. whether the Insured Person is suffering from a disease, illness, disability or handicap; or
    - ii. whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap;
  - b) the Insured Person’s previous risk experience and claim history;
  - c) the Insured Person’s insurance record, including previous insurance refusals.

The Insured Person shall forthwith, or within such time as the Company may in writing allow, deliver in writing a statement containing as particular all such information thereof as may be required. No statement by the Insured Person under this Policy shall be acceptable to and binding on the Company unless the terms of this condition have been fully complied with.

**BASIS OF SETTLEMENT**

The Events	The Benefits (Percentage of Capital Sum Insured) %
<b>A. Death</b>	100
<b>B. Permanent Disablement of:</b>	
1. Loss of two limbs	100
2. Loss of both hands	100
3. Total and permanent loss of sight in both eyes	100
4. Loss of sight in one eye with loss of hand or foot	100
5. Total paralysis	100
6. Loss of one arm from above elbow joint	100
7. Loss of one leg from above knee joint	100
8. Total and irrecoverable loss of all sight in one eye	100
9. Loss of four finger and thumb of one hand	70
10. Loss of one thumb	25
11. Loss of one index finger	10
12. Loss of one middle finger	6
13. Loss of one ring finger	6
14. Loss of one little finger	4
15. Loss of one great toe with joint	5
16. Loss of any other toe	3

The aggregate of all percentage payable in respect of any one accident shall not exceed 100% of the Capital Sum Insured.

**GENERAL EXCLUSIONS - APPLYING TO ALL SECTIONS**

1. **War Confiscation or Nuclear Damage**  
This contract does not cover loss, damage, injury or liability caused by, related to or in consequence of:
  - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, military or popular rising, rebellion, revolution, insurrection or the use of military or usurped power;
  - b) any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition of or damage to any property;
  - c) ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. “Nuclear Fuel” means any material which is capable of producing energy by a self-sustaining chain process of nuclear fission;

- d) the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- e) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- f) the radioactive, toxic, explosive or other hazardous or contaminating properties or any radioactive matter;
- g) any chemical, biological, bio-chemical or electromagnetic weapon.

2. Alteration

This contract does not cover loss, damage, injury or liability arising from any alteration in the trade or process carried on at the premises or in the nature of the occupation or other circumstances affecting the Insured Property in such way as to increase the risk of loss or damage unless the Company has first been notified of any such alteration and the Insured has agreed to pay any additional Premium as may be required by the Company.

3. Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with 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 endorsement 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 the Underwriters 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 the Assured.

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

4. IT Clarification

Property damage covered under this Policy 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 Policy:-

- 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 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.

5. Total Asbestos

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, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## GENERAL CONDITIONS - APPLYING TO ALL SECTIONS

1. Conditions Precedent to Liability

- a) In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply fulfil the terms of the Policy;
- b) The truth of the statements and answers in the application shall be the basis of this contract;
- c) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

2. Misdescription

If there be any material misdescription of the business or premises to which this insurance refers or any misdescription as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy.

3. Interpretation

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 shall bear such specific meanings wherever they may appear.

4. Precaution

The Insured shall take all reasonable precautions to avoid and minimise injury, loss or damage and to comply with all the statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property.

5. Observance of Terms and Conditions

The due observance and fulfilment of these conditions and legislation applicable and other terms of the contract by the Insured are conditions precedent to any liability of the Company to make payment under this contract.

6. Disclosure

- a) **Duty of Disclosure**  
 Before entering into this contract, the Insured has a duty to disclose to the Company every matter known to the Insured, or which the Insured could reasonably be expected to know, that is relevant to the Company's decision to accept the risk and issue this contract and if so, on what terms.  
 The Insured has the same duty to disclose those matters to the Company before each renewal, extension, endorsement or reinstatement of this contract.
- b) **Non-Disclosure**  
 If the Insured fails to comply with the duty of disclosure the Company may be entitled to refuse a claim under this contract or cancel this contract. If the non-disclosure is fraudulent the Company may cancel this contract from inception.
7. **Termination of Policy**  
 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.
8. **Claims Procedures**  
 Unless more specifically mentioned in the relevant section(s), on the happening of any loss or damage the insured shall forthwith give notice thereof to the Company, and shall within fifteen (15) days after the loss or damage, or such further time as the Company may allow in writing, deliver to the Company:
- a) A claim in writing for the loss or damage containing as particular an account, as may be reasonably practicable, of all the several articles or items of property damaged or destroyed and the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- b) Particulars of all other Insurances, if any.  
 The Insured shall also, at all times at his expense produce and give to the Company 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 fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
9. **Fraudulent Claims**  
 If the claim be in any respect fraudulent, or if any false declaration be made or used to support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, or if all the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, all benefits under this Policy shall be forfeited.
10. **Contribution**  
 If at any time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than a rateable proportion of such loss or damage.
11. **Arbitration**  
 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
12. **Company's Liability**  
 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.
13. **Assignment of Policy**  
 This Policy is not assignable and the Company shall not be affected by notice of any trust charged lien assignment or other dealing with this Policy
14. **Others**  
 Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company
- a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured containing the Insured Property be changed in such a way as to increase the risk of loss or damage by fire;
- b) If the building containing the Insured Property becomes unoccupied and so remains for a period of more than thirty (30) consecutive days;
- c) If the Property Insured be removed to any building or place other than in which it is herein stated to be insured;
- d) If the interest in the property pass from the Insured otherwise than by will or operation of law.
15. **REINSTATEMENT VALUE CLAUSE (excluding Stock in Trade or Merchandise)**  
 It is hereby declared and agreed that in the event of the property insured under the within policy being lost or damaged, the basis upon which the amount payable under the Policy is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the insured property when new provided that the maximum liability of the Company shall not exceed in the aggregate the total sum insured in any one period of Insurance.

If at the time of replacement or reinstatement the sum representing the cost which would have been insured in replacement or

reinstatement if the whole of the property covered had been lost or damage exceeds the sum insured thereon at the time of the loss or damage, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item of the policy to which this memorandum applies shall be separately subject to the foregoing provision.

No payment beyond the amount which would have been payable under this policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to the property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

This Memorandum shall be without force or effect if for Section I (A) – Fire and Named Perils:-

- a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged;
- b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

16. 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.

17. 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.

**WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFIT FROM YOUR POLICY.**

**THIS PAGE IS INTENTIONALLY LEFT BLANK**