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CAMPU LONPAC INSURANCE 柬埔寨大众伦平保险

# FOOD AND BEVERAGE INSURANCE POLICY

## IMPORTANT NOTICE

Insurance does not cover You against everything that can happen. In this policy You will find all the information You need to know about the cover(s) available, our terms and conditions, and making a claim.

Please read this policy carefully and make sure that You are satisfied with what we offer.

Unless we have already agreed to issue a cover note, insurance protection only begins when we receive and accept your completed application and You have paid or agreed to pay Us the premium.

The Policy consists of This Policy Wording, The Certificate of Insurance and/or Schedule and/or Endorsements which must be read together as they form Your Insurance Contract.

If there is anything in this policy wording which You do not understand, please contact your agent/ broker/ Us. We would be happy to assist.

## DEFINITION OF WORDS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule.

1. **We/Us/Our/The Company** refer to **Campu Lonpac Insurance Plc**.

2. **Deductible** refers to the amount specified in the Schedule payable by the Insured on each and every claim arising out of one event or occurrence under the Policy.

3. **You/Your/Yourself** refers to the Insured.

4. **Period of Insurance** refers to the duration of this Policy for the period specified in the Schedule, or any renewal period for which the appropriate premiums are paid in each case.

5. **Policy** refers to this Policy together with any Schedule and Endorsement.

6. **Property Insured** refers to the interests insured as stated in the Schedule.

7. **Flood** refers to overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

8. **Building(s)**, if insured and described in the Policy Schedule, refers to all Buildings which shall also include the following:-

   a. Lessors fixtures and fittings;
   b. All services to the Buildings;
   c. All other structural improvements at the Location including walls, gates and fences, small outbuidings, extensions, annexes, exterior staircase, fuel installations, steel and iron framework and tanks, paths and roadways.

9. **Contents**, if insured and described in the policy Schedule, refers to:-

   a. household goods and personal effect of every description;
   b. business furniture; and
   c. patterns, models, moulds, dies and casts;

   belonging to You or for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any destruction or damage.

   Contents also include improvements, alterations, decorations, fittings and additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of destruction or damage.

   Contents do not include money, security, documents, stamps or explosives unless otherwise expressly stated in the Policy as insured items.

10. **Stock in trade and Merchandise** if insured and described in the policy Schedule, refers to:-

    a. all stock in trade and merchandise, including raw materials, semi-finished and finished goods, and trading stock in the course of production;
    b. customers goods held in trust and on commission.

11. **Equipment, Plant and Machinery** if insured and described in the policy Schedule, refers to all machine equipment and plant, whether mechanical, electrical or electronic, for the purpose of the insured's business or trade, located within the insured premises.

## SCOPE OF COVER

### SECTION I (A) – FIRE INSURANCE

In consideration of the You having applied to Us to insure Your Property by a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay to Us the Premium stated in the Policy Schedule, We will indemnify You against loss or damage as described in the Policy occurring during the Period of Insurance subject to the terms, conditions, endorsements, clauses or warranties forming part of this Policy.

## MATERIAL DAMAGE

We agree (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that We will pay or make good to You the value of the Property Insured at the time of the happening of its destruction or damage during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which You shall have paid and We shall have accepted the premium required for the renewal of this Policy if any building or other property insured described in the said Schedule or any part of such property be destroyed or damaged by the perils as mentioned hereunder:-

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

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5) Hail;
6) Impact by any road vehicle or animal;
7) Smoke originating from a fire occurring in the risk location or immediate vicinity of the risk premises;
8) Aircraft or other aerial devices and/or articles dropped therefrom;
9) Landslip, landslide, subsidence;
10) Water Damage;
11) Hurricane, Cyclone, Typhoon, and Windstorm.

**Extinguishing Expenses and Rescue Team Costs**

The Insurance under this policy extends to include:

(a) wages of the Your employees other than full-time members of a Works Fire Brigade;

(b) the cost of replacement of firefighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured;

(c) Fire Brigade charges.

The combined limit for a, b, and c above shall not be more than USD 5,000.00 anyone loss.

Provided that Our liability shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of Us.

Provided always that the Our liability in respect of such wages, costs and charges 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.

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**SPECIFIC EXCLUSIONS**
**Applicable to Section I (A) – Fire Insurance**

We will not cover loss or damage:-

**1.** a) by theft during or after the occurrence of a fire.

b) Consequential loss of any kind.

c) to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

d) occasioned by or through or in consequence of:-

(i) the burning of property by order of any public authority;
(ii) Subterranean Fire.

e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

f) directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exclusion 1(e) only combustion shall include any self-sustaining process of nuclear fission.

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

(i) windstorm, typhoon, hurricane, tornado, cyclone or other atmospheric disturbance;

(ii) 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;

(iii) Flood;

(iv) Bursting or overflowing of water tanks, water apparatus or water pipes, or accidentally discharged or leaking of water from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus;

(v) Vandalism and Malicious Damage;

(vi) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war. Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;

(vii) Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;

(viii) Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where We alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of providing that such loss or damage is covered shall be upon You.

**2.** any liability for loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:-
(a) pollution or contamination which itself results from a contingency hereby insured against;
(b) any contingency hereby Insured against which itself results from pollution or contamination.

**3.** Unless otherwise expressly stated in the Policy, this Insurance does not cover:

(a) Bullion or unset precious stones;

(b) Any curiosity or work of art for an amount exceeding USD200;

(c) Manuscripts, plans, drawings, or designs;

(d) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records;

(e) Explosives;

(f) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

**4. Sanctions Limitation and Exclusion Clause (LMA 3100)**

We shall not be deemed to provide cover and shall not 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 Us 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 or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to Us.

**5. IT Clarification Clause**

Property damage covered under this insurance 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 insurance:

(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 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;

(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.

## SECTION I (B) – STAFF'S ACCIDENT INSURANCE

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 Kingdom of Cambodia occurring within twelve (12) calendar months from the date of the accident.

## SECTION II (A) – PUBLIC LIABILITY INSURANCE

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 Kingdom of Cambodia and occurring during the Period of Insurance in connection with the Business specified in the Schedule.

**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.

**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.

**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.

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**SPECIFIC EXCLUSIONS**
**Applicable to Section II (A) – Public Liability Insurance**

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

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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.

## SECTION II (B) – BURGLARY INSURANCE

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.

### 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 USD 250.00

**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.

### SPECIFIC CONDITIONS
**Applicable to Section II (B) – Burglary Insurance**

**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'."

### SPECIFIC EXCLUSIONS
**Applicable to Section II (B) – Burglary Insurance**

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.

## SECTION II (C) – MONEY INSURANCE

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.

### DEFINITION

**Business Hours** means the Insured's office hours and the working hours (including overtime) during which the Insured

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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.

**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 USD 250.00.

**SPECIFIC EXCLUSIONS**
**Applicable to Section II (C) – Money Insurance**

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.

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## SECTION II (D) – PERSONAL ACCIDENT INSURANCE

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**
**Applicable to Section I (B) – Staff's Accident Insurance, and Section II (D) – Personal Accident Insurance**

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.

**EXTENSIONS**
**Applicable to Section I (B) – Staff's Accident Insurance, and Section II (D) – Personal Accident Insurance**

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.

**SPECIFIC CONDITIONS**
**Applicable to Section I (B) – Staff's Accident Insurance, and Section II (D) – Personal Accident Insurance**

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) % |
|---|---|
| | |
| **A. Death** | 100 |
| **B. Permanent Disablement of:** | |
| 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.

**SPECIFIC EXCLUSIONS**
**Applicable to Section I (B) – Staff's Accident Insurance, and Section II (D) – Personal Accident Insurance**

The Company will not pay for claims directly caused by:-

1. suicide, self-destruction, self-inflicted injury or any attempt thereat 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.

**GENERAL CONDITIONS**
**Applicable to All Sections**

**1. Condition Precedent to Liability**

The due observance and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be conditions precedent to any liability of Us to make any payment under this Policy.

**2. Duty of Disclosure**

If You fail to disclose to Us fully and faithfully, all the facts which You know or ought to know, or if You misrepresented any facts to Us before the Policy was entered into, We may avoid this Policy.

**3. Identification**

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 in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

**4. Safeguards and Maintenance**

You shall at all times and as far as is reasonably practicable take steps to safeguard the property insured and maintain it in a proper state of repair. You shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the property insured.

**5. Misdescription**

If there be any material misdescription by You or any one acting on Your behalf of any of the property hereby insured or of any building or place in which such property is contained or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact We shall not be liable under this Policy for the property affected by any such misdescription misrepresentation or omission.

**6. Displacement**

All Insurance under this Policy

a. on any building or part of any building;

b. on any property contained in any building;

c. on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building;

shall cease immediately upon any fall or displacement

- of such building or of any part thereof;
- of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon You.

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**7. Cessation of Risk**

Under any of the following circumstances, the insurance under this Policy ceases to attach as regards the property affected unless You before the occurrence of any loss or damage obtains Our sanction signified by endorsement upon policy:

(i) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage;

(ii) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days;

(iii) if the property insured be removed to any building or place other than that in which it is herein stated to be insured;

(iv) if the interest in the property insured passes from You otherwise than by will or operation of law;

(v) if a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

**8. Other Insurance**

You must give Us written notice if You have any other insurance covering the Property Insured. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss or damage, You shall only pay Our rateable proportion of any loss damage compensation costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

**9. Marine Policy**

This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

**10. Deductible/Excess**

This policy does not cover the amount of Deductible/Excess stated in the Schedule in respect of each and every loss or series of losses arising out of any one event as ascertained after the application of all other terms and conditions of the Policy including any condition of average.

**11. Unvalued Policy Clause**

This is an unvalued policy. The onus is on You to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

**12. Automatic Reinstatement of Sum Insured**

In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and You shall be liable to pay an additional premium at the rate stated in the Policy Schedule.

**13. Premium Warranty**

It is fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by Us in cash or by cheque or bank transfer or credit card within thirty (30) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this condition is not complied with, then this contract is automatically cancelled and We shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by Our authorized agent, the payment shall be deemed to be received by Us for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on Us.

No payment in respect of any premium shall be deemed to be payment to Us unless a printed form of receipt for the same signed by Our Official or the duly appointed Agent shall have been given to You.

**14. Endorsement**

Every notice and other communication to Us requesting for any change or variation to be made to the Policy must be in writing. No change or alteration in the terms of this Policy nor any endorsement thereon will be held valid unless the change or variation has been agreed by Us and stated in or endorsed on this Policy.

**15. Termination of Insurance**

(i) You may cancel this Policy at any time by notifying Us in writing.

(ii) We may also cancel this Policy by giving You fourteen (14) days' notice in writing to Your last known address.

(iii) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a return of 90% of the premium for the unexpired term from the date of cancellation.

(iv) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of cancellation.

(v) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

**16. Claim Notification**

On the happening of any event in consequence of which a claim is or may be made under this Policy, You shall give notice thereof to Us as soon as possible but not later than 14 (fourteen) days from the date of the accident.

You may also give notice of loss to us through the Our authorized agent.

**17. Your Duties**

If any event giving rise to or likely to give rise to a claim under this Policy comes to Your knowledge You shall within 30 days or such further time as We may in writing allow deliver to Us:

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(a) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage;

(b) particulars of all other insurances, if any.

You shall within 30 days from the date of loss or such further time as We or the appointed Loss Adjuster may in writing allow, at all times at Your own expense, produce procure and give to Us or the appointed Loss Adjuster 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 loss or damage and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of Our liability as may be reasonably required by Us or on Our behalf together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

**18. Our Duties**

**(a) Repair and Replacement**

We may at its option reinstate or replace the property damaged or destroyed or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer or Insurers in so doing but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by Us thereon.

If We so elect to reinstate or replace any property, You shall at his own expense furnish Us with such plans, specifications measurements quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement or replacement shall be deemed an election by Us to reinstate or replace.

**(b) Our Rights after a Loss**

On the happening of any loss or damage to any of the property insured by this Policy, We may:

(i) enter and take and keep possession of the building or premises where the loss or damage has happened;

(ii) take possession of or require to be delivered to it any of Your property in the buildings or on the premises at the time of the loss or damage;

(iii) keep possession of any such property and examine sort arrange remove or otherwise deal with the same;

(iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You makes no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and We shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to You or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If You or any person acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

**19. Subrogation**

You shall, at Our expenses, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

**20. Forfeiture**

If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this policy or if the loss destruction or damage be occasioned by willful act or with Your connivance, all benefit under this policy shall be forfeited.

If a claim be made and rejected and an action or suit be not commenced within Two (2) months after such rejection or (in case of an arbitration taking place in pursuance of Alternative Dispute Resolution condition of this policy) within Two (2) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this policy shall be forfeited.

**21. Time Limitation**

In no case whatever shall We be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the Claim is the subject of pending acting or arbitration.

**22. Contribution**

If at the time of any loss destruction or damage happening to any subject matter insured there be any other subsisting insurances whether by You or by any other person or persons covering the same subject matter, We shall not be liable to pay or contribute more than their rateable proportion of such loss destruction or damage.

**23. Average**

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

**24. Information Privacy**

Every information submitted to Us by You shall be kept private and confidential. There will be no disclosure of

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information to any third party without Your consent unless it is a requirement by law.

**25. Alternative Dispute Resolution**

**(1) Resolution by Insurance Regulator of Cambodia**

For any dispute relevant to the insurance business, any of the disputing parties shall submit the dispute to the Insurance Regulator of Cambodia for mediation and resolution prior to filing a lawsuit in a court or commencing arbitration, except in relation to a dispute involving criminal charges.

**(2) Arbitration Clause**

Should the negotiations pursuant to Clause (1) above remains unresolved, the aggrieved Party shall be entitled to refer the matter or issue in dispute arising out of this Policy to arbitration. The appointment of the arbitrator(s) shall be implemented in accordance with the Commercial Arbitration Law of Cambodia.

The parties shall be free to determine the number of arbitrators. Failing such determination, the number of arbitrators shall be 03 (three). The parties shall be free to agree on a procedure for appointing the arbitrator or arbitrators.

Each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within 30 (thirty) days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 (thirty) days of their appointment, the appointment shall be made upon request of a party by the Court (Commercial, or Appeal, or Supreme) or National Commercial Arbitration Centre (NCAC) as specified in Article 6 of the Commercial Arbitration Law of Cambodia.

The final decision of arbitration shall be binding to the parties.

**26. Jurisdiction**

This insurance contract is subject to the laws of the Kingdom of Cambodia.

## GENERAL EXCLUSIONS

**Applicable to All Sections – Except Section I (A) – Fire Insurance**

**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. 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.

**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. Sanctions Limitation and Exclusion Clause (LMA 3100)**

We shall not be deemed to provide cover and shall not 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 Us 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 or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to Us.

**5. IT Clarification Clause**

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

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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 insurance:

(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 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;

(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.

**Section below is intentionally left blank.**

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