

# PERSONAL ACCIDENT INSURANCE

Where the Insured has made to FORTE Insurance (Cambodia) Plc. (hereinafter called the "Company") a written proposal and declaration which together with all statements made in writing including renewal declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of:

- 1) the payment of the Premium as stipulated in the Premium Warranty Clause, and
- 2) the due observance and fulfilment of the terms and conditions of this policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and/or the Insured Person, and

subject to the terms, conditions, exclusions and memoranda contained herein or endorsed hereon, if any of the Events referred to in the Schedule of Benefits shall happen the Company will pay the Benefit to the beneficiary as stated in CONDITION (10).

In witness whereof this Policy has been signed by and on behalf of the Company.



Carlo Cheo  
Managing Director

## DEFINITIONS

### In this Policy:

**"Benefit"** means the sum set out in the Schedule of Benefits against the relevant Event provided that no compensation stated in The Schedule of Benefits shall be payable under Event Item A, B or C unless the death or loss takes place within 365 days from the day of the accident.

In respect of any sums payable under Event Item B the maximum shall not exceed hundred percent (100%) of the Capital Sum Insured in respect of any one Insurance Person.

The Insured shall not be entitled to compensation under more than one of the Items in the Schedule in respect of any one accident except that the Insured shall be entitled to receive compensation under Item C in respect of any one Insurance Person.

The Company shall not be liable to make further payment under this Policy after a claim under Event Item A or hundred percent (100%) Event Item B has been admitted and becomes payable in respect of any one Insurance Person.

**"Injury"** means bodily injury to the Insured Person caused solely and directly by accidental means (excluding any sickness, disease or medical disorder).

**"Death"** means accidental death arising directly or indirectly by accidental means.

**"Medical Expenses"** means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred within one calendar year of sustaining injury and paid by the Insured Person or by the Insured in respect of the Insured Person to a legally, qualified medical practitioner, dentist, registered nurse, hospital or ambulance service, medical, surgical, X-ray, CT Scan, hospital or nursing treatment, including the costs of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

**"Period of Insurance"** means the period specified in the Policy Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a Renewal Premium.

**"Hospital"** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which

- 1) has organised facilities for diagnosis, treatment and major surgery;
- 2) provides twenty-four hours a day nursing services by registered nurses;
- 3) is under the supervision of a physician; and
- 4) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

## EXCLUSIONS

This policy does not apply to any event, which is caused directly or indirectly by, or which results from: -

- 1) Any consequence of declared or undeclared war or any act thereof, act of terrorism, invasion or civil war, rebellion or insurrection, strike, riot, civil commotion, military or popular uprising.
- 2) The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combination of nuclear fuel.
- 3) The Insured Person engaging in or taking part in:
  - a) driving or riding any kind of race
  - b) professional sports
  - c) full time service of any armed forces of any country
- 4) Flying or any aerial activity except as passenger in a properly licensed power-driven aircraft (the word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft).
- 5) Intentional self-injury or suicide (whether felonious or not) or any attempt thereat while sane or insane; being under the influence of drugs (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction); being under the influence of alcohol whilst driving a motor vehicle.
- 6) Childbirth or pregnancy, notwithstanding that such event may have been accelerated or induced by accident.
- 7) Accidental bodily injury sustained after the Insured Person attains 65 years of age.
- 8) Death or disablement directly or indirectly arising out of or consequent upon or contributed to by acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC) howsoever this syndrome has been acquired or may be named.

## SCHEDULE OF BENEFITS

### The Event

Injury occurring during the period of insurance resulting solely, directly and independently of any other cause in: -

**A. Death** - The Capital Sum as stated in Event "Death" of the Policy Schedule attached hereto

**B. Permanent Disablement** - The following percentages of the Capital Sum as stated in Event "Permanent Disablement" of the Policy Schedule attached hereto:

1) Loss of two limbs .....	100%
2) Loss of both hands, or of all fingers and both thumbs .....	100%
3) Total loss of sight of one eye or both eyes.....	100%
4) Total paralysis .....	100%
5) Complete and incurable insanity .....	100%
6) Injuries resulting in being permanently bedridden.....	100%
7) Any other injury causing permanent total disablement .....	100%
8) Loss of one arm between or at shoulder to wrist .....	100%
9) Loss of one leg between or at hip to ankle.....	100%
10) Loss of both feet.....	100%
11) Loss of foot.....	55%
12) Loss of sight of eye except perception of light .....	55%
13) Loss of lens of eye .....	55%
14) Loss of four fingers and thumb of one hand .....	70%
15) Loss of four fingers.....	60%

16) Loss of thumb	- a) both phalanges.....	25%
	- b) one phalanx.....	25%
17) Loss of index finger	- a) three phalanges.....	10%
	- b) two phalanges.....	10%
	- c) one phalanx.....	10%
18) Loss of middle finger	- a) three phalanges.....	6%
	- b) two phalanges.....	6%
	- c) one phalanx.....	6%
19) Loss of ring finger	- a) three phalanges.....	6%
	- b) two phalanges.....	6%
	- c) one phalanx.....	6%
20) Loss of little finger	- a) three phalanges.....	4%
	- b) two phalanges.....	4%
	- c) one phalanx.....	4%
21) Loss of metacarpals	- a) first or second (additional).....	3%
	- b) third, fourth or fifth (additional).....	2%
22) Loss of toes	- a) all.....	20%
	- b) great, both phalanges.....	5%
	- c) great, one phalanx.....	5%
	- d) other than great, if more than one toe lost, each.....	3%
23) Loss of hearing	- a) both ears.....	75%
	- b) one ear.....	30%
24) Loss of speech.....		75%

The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members.

In the event that the injury does not come within any of the Items specified in B hereof, the Company shall at their absolute and sole discretion make any payment of such sum to the Insured, as they deem fit.

In the event of partial loss of any member or members specified above a proportionately lower percentage of compensation shall be payable.

The aggregate of all percentages payable in respect of any one accident for any one Insured Person shall not exceed hundred percent (100%) of the capital sum. In the event of hundred percent (100%) having been paid in one or more accidents, all insurance hereunder shall immediately cease to be in force. All other losses smaller than hundred percent (100%) for each accident if having been paid shall reduce the coverage by that amount from the date of that accident until the expiration of the Policy.

**C. Medical Expenses** - At the sum stated under Event "Medical Expenses" of the Policy Schedule attached hereto (maximum any one accident).

## EXTENDED COVERAGES

### 1) Disappearance

It is agreed that in the event of the disappearance of the Insured Person for a period of one year, the Company shall in their sole discretion decide whether there is sufficient evidence and reason to believe that the accidental death of the Insured Person has occurred and if the event constitutes as a death under the policy.

In the event that the Insured Person is found to be living after the Company has made payment to the Insured Person's executor or administrators for the Insured Person's "death", the Insured Person's executors or administrators shall refund the payment received to the Company.

### 2) Medical Expenses — Triple Indemnity

The indemnity limit under Event C - Medical Expenses will automatically be tripled in the event of the Insured Person being injured due to robbery. The maximum indemnity under this extension is limited to two thousand US dollar (US\$2,000) for each Insured Person.

### 3) Funeral Expenses Subsidy

Notwithstanding anything contained in the Policy to the contrary, it is hereby declared and agreed that the Company shall pay a death benefit from whatsoever cause other than accidental death as funeral benefits an amount equivalent to ten percent (10%) of Capital Sum Insured subject to minimum of one hundred and fifty US dollar (US\$150) and maximum of five hundred US dollar (US\$500) upon receipt of due proof death in the form required by the Company.

**4) No Claim Bonus**

If the Policy is renewed for a period of twelve (12) months subsequent to the first period of insurance described in the policy schedule, then at each such renewal up to a maximum of five (5) renewals, a renewal bonus of five percent (5%) of the original capital sum selected at the inception of this policy for each of Event A and B will be added to the respective Event A and B provided that:

- a) no claim had been made under this Policy in the previous period of insurance;
- b) this policy was not terminated or cancelled at any time in the previous period of insurance;
- c) the new capital sum shall not exceed ten thousand US dollar (US\$100,000) in the aggregate for Events A and B.

**CONDITIONS**

**1) Fraud**

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this policy the Company shall have no liability in respect of such claim.

**2) Change of Occupation**

The Insured shall give immediate written notice to the Company of any change in the Insured Person's occupation and shall pay additional premium if required.

**3) Renewal Procedure**

Before renewing this policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding period of insurance, including notice of any disease, physical or mental defect or infirmity affecting the Insured Person.

**4) Policy Not Assignable**

This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

The receipt of the Insured or of his legal personal representatives shall in all cases be an effectual discharge to the Company.

**5) Claims**

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to a claim under the Policy a detailed statement in writing describing the occurrence shall be delivered to the Company. It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company.

The Company shall be allowed at its own expenses upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official certificate, or in the event of his/her disappearance following an accident or the total loss of a vessel or aircraft, by a court order presuming his death.

**6) Cancellation**

This insurance may be terminated at any time at the request of the Insured, in which case the Insured must pay:

- any Premiums which are outstanding at the date of the cancellation; and
- any short period rates which the Company may charge.

The short period rates will be charged according to the period of cover provided under the Policy as follows:

Policy term (Month)	1	2	3	4	5	6	7	8	9	10	11	12
Short-term monthly rate (%)	20	30	40	50	60	70	75	80	85	90	95	100

This insurance also may be terminated at the option of the Company by sending seven 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.

If there is any claim in the Policy, there shall be no refund of premium.

**7) 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. Unless any such action or suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

## 8) Jurisdiction

The compensation under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in the Kingdom of Cambodia.

## 9) Premium Warranty

Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to Clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the company, the registered broker or registered agent through whom this policy was effected :-

- (a) when the period of insurance is thirty (30) days or more, within **THIRTY** (30) days from the:
  - (i) **INCEPTION** date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (ii) **EFFECTIVE** date of the coverage stated on each Endorsement, if any, issued under the Policy, Renewal Certificate, or Cover Note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement; or
  - (iii) **ISSUANCE** date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before the issuance date;

**OR**

- (b) where the total premium under any single Policy exceeds US\$30,000/- and the company has allowed payment of the premium by instalments, within **THIRTY** (30) days from the:
  - (i) **INCEPTION** date of the cover under the Policy, Renewal Certificate or Cover Note for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable and
  - (ii) **EFFECTIVE** date of **coverage** of any Endorsement issued under such Policy, for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable;

**OR**

- (c) when the period of insurance is LESS than **THIRTY** (30) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.

In the event any of the abovementioned premium is not paid in full to the company, registered broker or registered agent as described above in the manner and within the time stipulated above (the 'premium warranty period'), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the company will be entitled to a pro-rata time on risk premium subject to minimum of fifty US dollar (US\$50)/-

## 10) Beneficiary

The beneficiary of this Policy shall include:

### 1. beneficiary of the "Death" benefit

The Insured Person may designate one or more persons as the beneficiaries of the "Death" benefit when entering into the contract. If there are more than one beneficiary, the Insured Person shall determine their sequence and proportion of the benefits; in the absence of such determination, all the beneficiaries should share the benefits on an equal basis.

In the case of one of the following conditions after the Insured Person's Death, the benefits shall be handled as the Insured Person's legacy and the Company shall fulfill the obligation of payment according to the Law of the Kingdom of Cambodia:

- (i) There is no designated beneficiary or the designation of the beneficiary is not clear enough to determine;
- (ii) The beneficiary died before the Insured Person and there is no other beneficiary;
- (iii) The beneficiary forfeits the right of succession according to laws or waives such right and there is no other beneficiary.

If the beneficiary and the Insured Person dies in the same accident and it is impossible to determine the sequence of the deaths, it is assumed that the beneficiary dies first.

The Insured Person may change the beneficiary of the "Death" benefit by giving a written notice to the Company, and the Company shall endorse on this contract. **The Company shall not be responsible for any legal dispute arising out of the change of the beneficiary of the "Death" benefit.**

If the Insured Person is a person without capacity for civil conduct or a person with limited capacity for civil conduct, the beneficiary of "Death" benefit shall be designated or changed by the guardian of the Insured Person.

### 2. beneficiary of the "Permanent Disablement" and "Medical Expenses" benefit

Unless otherwise agreed, the beneficiary of "Permanent Disablement" and "Medical Expenses" benefit shall be the Insured Person himself/herself.