

## POLICY TERMS AND CONDITIONS FOR ACCIDENTAL PROTECTION RIDER

(Hereinafter called "Rider Policy")

### DEFINITIONS

1. **"Accident"** means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.
2. **"Accidental Injury"** means death which results directly from Bodily Injury and occurs within 90 (ninety) days from the date of Accident. For the purpose of this Policy, any Accidental Injury caused directly or indirectly, wholly or partly, by any one of the following occurrences shall not be considered as an Accidental Injury:
  - (a) assault or murder;
  - (b) riot and civil commotion, industrial action or terrorist activity;
  - (c) willful exposure to danger or attempted self-destruction or self-inflicted injuries while sane or insane;
  - (d) war, declared or undeclared, or revolution;
  - (e) service in the armed forces in the time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
  - (f) making an arrest as an officer of the law;
  - (g) violation or attempted violation of the law or resistance to arrest;
  - (h) participation in any fight or affray;
  - (i) racing on horse or wheels;
  - (j) accident occurring while or because the Insured is under the influence of alcohol, any non-prescribed drug or illegal drug;
  - (k) hernia, ptomaines or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound);
  - (l) the intentional or negligent inhalation or consumption of poison, gases or noxious fumes; or
  - (m) entering, exiting, operating, or servicing, or being transported by any aerial device or conveyance except when the Insured is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
3. **"Basic Policy"** refers to the terms and conditions relating to the Basic Benefit and shall include endorsements unless it is specifically excluded in the endorsement from forming part of the Basic Policy.
4. **"Bodily Injury"** means an abnormal bodily condition which occurs while this Policy is in force, and is effected directly and independently of all other causes by violent, external, visible and accidental means only and is not therefore due to any illness or disease.
5. **"Effective Date"** or **"Commencement Date"** is the date when coverage under this Policy or its relevant Rider Policy takes effect. The Effective Date is shown on the Insurance Certificate and the Commencement Date is the date of issue of any endorsement indicated in the relevant endorsement whenever the original terms and coverage of this Policy are changed subsequently. Commencement Date is also the approval date of reinstatement of the Policy and/or its Rider Policy in case of any reinstatement.
6. **"Insured"** refers to the Policy Owner and/or the person whose life is insured and his name and personal

particulars are identified in the Insurance Certificate.

7. **"Policy"** refers to the Basic Policy and Rider Polic(ies) which may be attached thereto.
8. **"Policy Anniversary"** refers to the same date each year as the Policy Date.
9. **"Policy Year"** refers to the 12 (twelve) months duration between 2 (two) Policy Anniversaries.
10. **"Public Conveyance"** means a mode of mechanically propelled transport available to the general public that serves to carry its fare paying passengers from one place to another on scheduled trips over established routes as its primary purpose. Public Conveyance shall not include any form of transport chartered for entertainment or private travel. The Public Transport must be licensed by the Ministry of Public Works and Transport of the Cambodian government and operated by a carrier duly licensed for the regular transportation of fare paying passengers. Public Conveyance includes any of below:
  - (a) Public Conveyance of Land Transportation: licensed bus, chartered bus, public bus, taxi, train, tram, monorail or underground train; or
  - (b) Public Conveyance of Water Transportation: a registered or licensed ship, ferry, hovercraft, hydrofoil. This shall not include any form of water vehicles such as cruise liner or amphibious vehicle; or
  - (c) Public Conveyance of Air Transportation: a scheduled licensed commercial aircraft.
11. **"Public Holiday"** means the following Government of Cambodia gazetted and declared holidays:
  - (a) Ancestors' Day;
  - (b) Water Festival Ceremony; and
  - (c) Khmer New Year.

Public Holiday shall include the replacement public holiday when a Public Holiday falls on a non-working day and officially announced by the Government of Cambodia.
12. **"Sum Insured for Accidental Death and Disability"** is the amount of coverage of the Rider Policy at the time this Rider Policy is attached to the Basic Policy.
13. **"Rider Policy"** shall mean additional benefits or coverage to the Basic Policy. It is validly attached to the Basic Policy if its product or code name and form number appear on the Insurance Certificate or is subsequently added by a relevant endorsement
14. **"Total and Permanent Disability"** or **"Disability"** means the Insured suffers from complete and permanent irrecoverable loss of:
  - Two arms; or
  - Two legs; or
  - One arm and one leg; or
  - Two eyes; or
  - One eye and one arm; or
  - One leg and one eye.

In this definition, complete and permanent irrecoverable loss of (i) eye(s) means physical loss of eyes or complete blindness, (ii) arm(s) means loss above the wrist, and (iii) leg(s) means loss above the ankle. In case of complete loss of arm(s) or leg(s) or eye(s), such certification could be earned out at any time within the policy term and when the policy is in full force.

In this definition, complete and permanent irrecoverable loss of arms and legs also means loss of use of those arms or legs, if it is certified by a registered hospital at the provincial level or above that the loss occurs after the 18th (eighteenth) birthday of the Insured and lasts for at least 6 (six) months.

15. **"We", "Us", "Our" or "Company"** refers to GC Life Insurance PLC.

16. **"You" or "Your"** means the Policy Owner of this Policy as shown in the Insurance Certificate.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

This Rider Policy expires on the Expiry Date as stated on the Insurance Certificate. Premium shall be payable until the Premium Cessation Date stated on the Insurance Certificate or upon the termination of this Rider Policy, whichever occurs earlier.

Your Insurance Policy provides the following benefits subject to the terms and conditions stated below:

#### **BENEFITS**

If the Insured dies, or becomes Totally and Permanently Disabled as defined herein, due to Accidental injury while this Policy is in force, and before attaining the 65th (sixty-fifth) birthday on the Policy Anniversary, We will pay to You (or the Beneficiary(ies)), as the case may be, the following Sum Insured for Accidental Death and Disability less any indebtedness. Thereafter, this Policy shall be terminated.

(i). **Accidental Death or Total and Permanent Disability**

100% of the Sum Insured for Accidental Death and Disability shall be payable for Accidental Death or Total and Permanent Disability. Upon such payment, this Rider Policy shall be terminated.

(ii). **Accidental Death while traveling in Public Conveyance**

200% of the Sum Insured for Accidental Death and Disability shall be payable in the event the Insured's death is due to an accident in Public Conveyance where the Insured is traveling in. This benefit is only applicable to accident which occurs in Cambodia. Upon such payment, this Rider Policy shall be terminated.

(iii). **Accidental Death while traveling in Public Conveyance during Public Holiday**

300% of the Sum Insured for Accidental Death and Disability shall be payable in the event the Insured's death is due to an accident in Public Conveyance where the Insured is traveling in and the accident occurs during a Public Holiday. This benefit is only applicable to accident which occurs in Cambodia. Upon such payment, this Rider Policy shall be terminated.

#### **DEDUCTION OF PREMIUM AT DEATH OR DISABILITY**

Upon death or Disability of the Insured, any balance of the premiums due until the end of Policy Year in which death or Disability occurs shall be deducted from the proceeds payable under this Policy.

## **ANNUAL RENEWABILITY**

This Rider Policy shall be yearly renewable with the payment of the Rider Policy premium due on or before its due date and shall be renewable up to the term of the Basic Policy as specified in the Insurance Certificate.

## **TERMINATION**

In addition to the provisions of the Basic Policy, Your coverage under this Rider Policy shall automatically terminate on the Policy Anniversary immediately following the Insured's 65th (sixty-fifth) birthday.

## **EXCLUSIONS**

This Rider Policy shall not cover any Death or Disability caused directly or indirectly, wholly or partly, by any 1 (one) of the following occurrences:

- i. Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- ii. Human Immune Deficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related diseases.
- iii. War (whether declared or not), invasion, act of foreign enemy, civil war, revolution, insurrection, civil commotion, riot, strike, popular rising against the government, and terrorism.
- iv. While the Insured is committing a felony or while the insured is being arrested, under arrest, or escaping the arrest.
- v. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- vi. While the Insured performs duty as military, police or volunteers and participate in the war or crime suppression.
- vii. The Insured has known about the defective physical, illness or injury before starting the Insurance Contract, but the Insured does not notify the Company.
- viii. The Insured being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- ix. Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any high speed races, or in professional sport activities.
- x. Pregnancy, childbirth, miscarriage or any of their consequences

## **GOVERNING LAW**

This Policy shall be governed by the laws of Cambodia. If any disputes arising out of or relating to this Policy cannot be settled through amicable negotiation, as the first instance, between the Company and the Policy Owner, the parties agree to try it good faith to settle the dispute by mediation administered by the Insurance and Pension Department of the Ministry of Economy and Finance prior to submitting to the Courts of Cambodia which shall have the exclusive jurisdiction as the final dispute settlement.