

POLICY TERMS AND CONDITIONS FOR

GC ENRICH LIFE

(Hereinafter called "Basic Policy")

DEFINITIONS

1. **"Adventure"** refers to the act of deliberately putting oneself in any circumstance by knowing that it causes risks of death or injury under certain natural conditions; for example, river rafting, mountaineering, walking through the desert or in an inaccessible forest.
2. **"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.
3. **"Beneficiary"** refers to a third party of a life insurance contract who is legally entitled to the benefits from this Policy.
4. **"Cambodia Law"** refers to any and all applicable laws and regulations of the Kingdom of Cambodia in force and/or any amendment in relation thereof.
5. **"Cash Surrender Value"** means the amount payable to You after 2 (two) years premium has been paid and the Policy has been in force for 2 (two) years when You request in writing to Us to surrender the Policy.
6. **"Climbing"** refers to the activity of climbing cliffs, building facades, man-made cliffs, ice cliffs, and icebergs.
7. **"Contract"** refers to the life insurance contract entered into by and between the Company and the Policy Owner/Insured.
8. **"Diving"** refers to underwater activity in rivers, lakes, seas, reservoirs, canals and other water areas by using auxiliary breathing apparatus.
9. **"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.
10. **"Expiry Date"** for a Basic/Rider Policy means the date, as shown in the Schedule of Benefits and Premiums of the Insurance Certificate, when the Basic/Rider Policy shall expire.
11. **"Extreme stunt show"** refers to the performance of equestrian, juggling, animal training and others.
12. **"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.
13. **"Maturity Date"** means the date as shown in the Insurance Certificate, upon which the Basic Policy matures.
14. **"Policy Owner"** means the person effecting and legally entitled to this Policy.
15. **"Policy"** refers to the Basic Policy and Rider Policy which may be attached to it.
16. **"Policy Anniversary"** refers to the same date each year as the Policy Date.

17. **"Policy Date"** is the effective date of this Policy as shown on the Insurance Certificate, it is the date from which Policy Anniversaries, Policy Years, Policy Months and premium due dates are determined.
18. **"Policy Year"** refers to the 12 (twelve) months duration between 2 (two) Policy Anniversaries.
19. **"Premium"** refers to the amount of money You pay to us in consideration for coverage in this Policy.
20. **"Premium Cessation Date"** refers to the date when the Policy Owner ceases to pay the Premium under this Policy to the Company and such date as shown in the Insurance Certificate.
21. **"Sum Insured"** means the amount of the insurance when it is issued and is shown on the Insurance Certificate. If the Sum Insured is subsequently changed according to the terms and conditions of this Policy, the amount after such alteration will become the Sum Insured.
22. **"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.
23. **"Total and Permanent Disability"** or **"Disability"** shall mean the Insured suffers from complete and permanently 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 permanently 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 carried out at any time within the Coverage term and when the Policy is in full force.

In this definition, complete and permanently 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 provincial level or above that the loss occurs after the eighteenth (18th) birthday of the Insured and lasts for at least six (6) months.

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

25. **"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 Policy matures on the Maturity 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 Policy, whichever occurs earlier.

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

BENEFITS

1. **Death/Total and Permanent Disability (TPD) Benefit** - If the Insured dies or becomes Totally and Permanently Disabled while this Policy is in force and before the Expiry Date, We will pay You or the Beneficiary as the case may be, the Sum Insured of this Basic Policy at the time of the Insured's death or Total and Permanent Disability occurs, less any indebtedness on this Policy. Thereafter, this Policy shall be terminated.

2. Cash Back Benefit - If the Insured is alive on the Expiry Date while this Policy is in force, and no claim has been made under this Basic Policy, We shall pay to You a Cash Back Benefit less any indebtedness under this Policy. Thereafter, this Policy shall be terminated. The Cash Back Benefit will be equal to the total annual basic premium paid (Basic Annual Premium times Premium Payment Term) under the Basic Policy as shown in the Insurance Certificate.

3. Any indebtedness on this Policy at the time of payment of any benefit or proceeds above shall be deducted from the amount otherwise payable under this policy.

4. The terms and conditions of these Provisions supersede any conflicting provisions which may be attached to or which may form part of this Policy.

CASH SURRENDER VALUE

You may, after 2 (two) years premium has been paid and the Policy has been in force for 2 (two) years, request in writing to Us (in Our prescribed form) to surrender this Policy for its Cash Surrender Value less any indebtedness. Upon Our payment of the Cash Surrender Value to You, this Policy will terminate and all benefits and rights under this Policy shall cease and have no further effect.

GENERAL PROVISIONS

1. THE POLICY CONTRACT

This Policy is issued in consideration of the payment of premiums as specified in the Policy Insurance Certificate and pursuant to:

- 1) The answers given by You and/or the Insured in Your application/proposal form or any subsequent questionnaires given by Us on any matters relating to Your proposal and any disclosures made by You between the time of submission of the application/proposal and the time this contract is entered into; and
- 2) Medical reports and any other reports and questionnaires;

(collectively referred to as “the material information”)

And such material information shall form part of this contract of insurance between Us and You. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in the relevant Cambodia Law will apply.

If You are required by Us, before the Policy is renewed or varied, to answer any questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to the Policy if such changes had taken place after You have submitted the application for renewal/variation but before the Policy is renewed or varied.

Your Policy consists of the Basic Policy and the Rider Policy which may be attached to it. The product name of the Basic Policy and the product and/or code name and form number of the Rider Policy, if attached to this Policy, are shown under the Schedule of Benefits and Premiums of the Policy Insurance Certificate.

2. INDISPUTABILITY

The Policy Owner's or Insured's failure to disclose any fact or their misrepresentation of any fact within their knowledge that is material to the insurance (and it is not disclosed by the other party) will not, in the absence of fraud, render this Policy voidable by the Company after it has been in force for 2 years from the policy Effective Date or Commencement Date, whichever is later.

Such failure to disclose or misrepresentation could be in the application for this Policy, any medical evidence form, or any written statements and answers furnished as evidence of insurability.

This Provision will not apply to a misstatement of age or sex.

3. SUICIDE AND OTHER EXCLUSIONS

No benefit shall be payable if death is due to:

- 1) suicide or self-inflicted injury, whether sane or insane, within 2 (two) years from the Effective Date or Commencement Date, whichever is later; or
- 2) a criminal offence committed or attempted to commit by You, or the Insured, or the Beneficiary; or
- 3) Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof; or
- 4) drugs or stimulants or alcohol abuse, drunk driving, or their complications as determined by the law in force.

4. MISSTATEMENT OF AGE AND/OR GENDER

- 1) The age stated on the Policy Insurance Certificate is the age of the Insured that is declared in Your application. The said age is that of the Insured's last birthday at Policy Date.

If there is a misstatement of age and/or gender, the premium and/or benefits that would be payable shall be adjusted based on the correct age and/or gender of the Insured. If We find out within the first 2 (two) years of this Policy that, at the date of enrollment, the Insured's true age was greater than the maximum entry age allowed or lower than the minimum entry age allowed, We have the right to cancel the Policy and return You the premium paid.

- 2) If the Insured is not eligible for insurance at the correct age and/or gender, this Policy shall be void and We will refund to You the premiums paid.
- 3) Payment of benefits under this Policy will only be made, provided the age and/or gender of the Insured is verified and confirmed. The Insured's age and/or gender shall be verified and confirmed if due proof is submitted to Us.

5. 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.

6. CURRENCY AND PAYMENT CHANNEL

All amounts payable either to or by Us will be paid in the currency shown on the Policy Insurance Certificate or subsequent endorsement. All amounts due from Us will be payable by the channel specified by Us.

7. ALTERATION

If the Insured intends to make any alteration or waive any provisions in this Policy, the said alteration or waiver has to be made by an endorsement. The endorsement has to be signed by Our authorized officer.

We may request the Insured to forward this Policy to Us to give effect to any endorsement.

8. NOTICE OF CLAIM

Immediate notice of claim must be given to Us within 90 (ninety) days in the event of death of the Insured. Such notice given to Us at Our office with particulars sufficient to identify the Insured, shall be deemed to be notice to Us. If the claimant fails to give immediate notice, We shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

9. PROOF OF DEATH

We, upon receipt of such notice, will provide the claimant with the appropriate forms for filing proof of death. If the forms are not given within 15 (fifteen) days, the claimant by submitting written proof covering the occurrence and circumstance of death for which the claim is made shall be deemed to have complied with the requirements of this provision.

10. PROOF OF TOTAL AND PERMANENT DISABILITY

Proof of Disability shall be submitted to Us, who shall determine if Disability as defined in this Policy is satisfied. We shall have the right to call for an examination of the Insured and/or the evidence used in arriving at such Disability, by such persons as We require.

11. COOLING-OFF PERIOD

You have the right to cancel this Policy by giving Us a written notice and returning this Policy to Us. The premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. Such notice must be signed by You and received directly by Us within 21 (twenty-one) days after You have received the Policy.

12. TERMINATION

Your Policy shall automatically terminate upon:

- 1) death of the Insured; or
- 2) this Policy becomes matured, terminated, lapsed or is surrendered;

Whichever occurs earlier.

The payment or acceptance of any premium after the termination of this Policy shall not create any liability on Our part but We shall refund any such premium.

13. SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay 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, or any of its states, and/or any other applicable economic or trade sanction laws or regulations.

14. REGULATORY IMPOSED CHARGES, FEES, ETC

The premium to be paid by the Policy Owner to the Company under this Policy is exclusive of any tax, and in the event the Company is required by law to remit the tax on the premium paid by the Policy Owner, the Company will calculate and collect from the Policy Owner any amount paid or payable under this Policy on account of any tax, such amount as calculated by the Company, shall be paid by the Policy Owner as additional to and without any deduction or set-off from the premium payable under this Policy to the Company. Tax is defined as any present or future, direct or indirect, tax including goods and services tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any penalties in respect thereof.

15. OTHER PROVISIONS

- 1) Any illegality, invalidity or unenforceability of any clause of these General Provisions under the Cambodian law shall not affect the legality, validity or enforceability of any other provisions in this Policy.
- 2) Our books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Policy. Any certificate by any of Our officers as to the moneys or liabilities for the time being due and remaining or incurred to Us by the Insured shall be binding and conclusive evidence on the Insured in all courts of law and elsewhere.
- 3) If We delay or fail to exercise any rights/remedies under this Policy, it will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent Us from any other or further exercise of any other right/remedy. The rights and remedies provided in this Policy are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).
- 4) This Policy shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in Our constitution.
- 5) The terms and conditions stated in this Policy constitute the entire terms and conditions of this Policy. No prior inconsistent representation or statement made in relation to this Policy whether orally or in writing shall form part of this Policy.
- 6) We reserve the right to alter the terms of this Policy in such a way as We deem appropriate in the event of any change in the law or in the basis of taxation levy applicable to Us or this Policy.

16. OWNERSHIP PROVISIONS

1) THE POLICY OWNER

You are the Policy Owner of this Policy as shown on the Insurance Certificate until changed. As the Policy Owner, only You can, during the Insured's lifetime, exercise all rights, privileges and options provided under this Policy subject to the written consent of and assignee's rights, if any. Upon Your death, such rights, privileges and options shall vest in the Contingent Owner, if any.

2) THE BENEFICIARY

The Policy Owner/You who is/are also the Insured may nominate a natural person to receive the moneys payable upon Your death. You may name the Beneficiary(ies) at the time of Your application or at any time after this Policy has been issued in Our prescribed form.

You shall have the right, subject to any legal constraints, to revoke any such nominations and/or to name another Beneficiary(ies) by written notification to Us. Your written notification must be received and registered by Us during Your lifetime.

If the Insured intends to revoke or change the current Beneficiary(ies), the Insured firstly has to be the Policy Owner. The Insured may then by written notice to Us, by filing the proper forms, proceed to revoke the named Beneficiary(ies) and appoint other Beneficiary(ies). The revocation and change of Beneficiary(ies) shall take effect from the date of receipt of the written notice to Us.

If You have nominated more than one Beneficiary, We shall pay the moneys payable in equal shares to the persons nominated who is/are alive at time of the death of the Insured unless You have specified otherwise. This is subject to the laws in force at the time.

Such payment is deemed to be good discharge of the moneys payable under this Policy.

If on the death of the Insured, no Beneficiary is nominated, or the person(s) nominated is/are dead, the moneys payable may be paid to successor. This is subject to the laws in force at the time.

3) CHANGE OF OWNERSHIP AND ASSIGNMENT

While this Policy is in force. You may change ownership of this Policy and/or the Beneficiary by filing a written notice. Such change is valid only if recorded by Us during the lifetime of the Insured and endorsed on this Policy. We shall not assume any liability for the validity of the assignment.

All assignments shall be subject to any indebtedness under this Policy.

17. PREMIUM PROVISIONS

1) PAYMENT

All premiums for this Policy are payable on or before their due dates to Us by the method we specify. The validated deposit slip or premium deduction shown in your account statement shall be considered as proof of payment.

2) CHANGE

You may change the frequency of premium payments by submitting a written request to Us. Subject to Our minimum premium requirements, premiums may be paid on an annual or semi-annual or quarterly or monthly mode at the premium rates applicable on the Effective Date.

3) DEFAULT

After payment of the first (1st) premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment. If the premium remains unpaid after the Grace Period, the Policy will be suspended from the following day of the expiration of the Grace Period, and the Policy will not be effective during such suspension.

4) GRACE PERIOD

A Grace Period of 30 (Thirty) days from the due date will be allowed for payment of each subsequent premium. This Policy will remain in force during the Grace Period. If any premium remains unpaid at the end of its Grace Period, the Policy will be suspended from the following day of the expiration of the Grace Period. Thereafter, this Policy shall lapse and have no further value, unless reinstated as per Clause 6. Reinstatement.

5) DEDUCTION OF PREMIUM AT DEATH OR DISABILITY

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

6) REINSTATEMENT

If a premium is still in default after the stipulated Grace Period, and this Policy has not been surrendered for its Cash Surrender Value, this Policy may be reinstated by Us at Our own discretion. This however has to be within 2 (two) years from the date of lapse and it is also subject to the following:

- a) A written application is made by You to have this Policy reinstated;
- b) The Insured is within the allowable age limits as determined by Us at the time of reinstatement;
- c) The Insured has to produce evidence of insurability that is satisfactory to Us;
- d) Payment of all overdue premiums with penalty charge at the rate prescribed by Us at the material time;
- e) Payment of any indebtedness outstanding at the material time, with penalty charge at the rate prescribed by Us; and
- f) Any other terms and conditions which We may impose at the material time.
- g) Any reinstatement shall only cover loss or the insured event which occurs after the reinstatement date.

18. JUVENILE LIEN

Regardless of the stated Sum Insured of this Policy, Our liability in the event of the Insured's death or Total and Permanent Disability before he attains the age of four (4) years shall be in accordance with the following schedule:

Age at Death (last birthday)	Percentage of Death Benefit payable
1 year old	40%
2 years old	60%
3 years old	80%
4 years old or above	100%

The lien schedule provided above shall also apply for the payment of any benefit provided under any Rider Policy attached to this Policy as a result of the Insured's death or Disability for whatever cause.

19. EXCLUSIONS

1. Death

No death benefit will be payable if death of Insured is caused directly or indirectly, wholly or partly, by one of following events:

- 1) Suicide within 2 years from the Policy Effective Date or date of reinstatement.
- 2) A committed/attempted criminal offense.
- 3) Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof.
- 4) Drugs or stimulators or alcohol abuse, drunk driving, or their complications as determined by the law in force.

2. Total and Permanent Disability

The Company shall not cover any loss or disability that is caused directly or indirectly, wholly or partly, by any of following events:

- 1) Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- 2) Human Immune Deficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related diseases.
- 3) 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.
- 4) While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the arrest.
- 5) 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.
- 6) While the Insured performs duty as military, police or volunteers and participate in the war or crime suppression.
- 7) Pre-existing conditions, which existed before the Effective Date or the date of reinstatement of this policy, whichever is later. Pre-existing conditions shall mean illnesses that the Insured has reasonable knowledge of, unless the conditions are declared to the Company and accepted by the Company. An Insured may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
 - i. The Insured had received or is receiving treatment;
 - ii. Medical advice, diagnosis, care or treatment has been recommended;
 - iii. Clear and distinct symptoms are or were evident;
 - iv. Its existence would have been apparent to a reasonable person in the circumstances.
- 8) The Insured being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- 9) 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.