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## POLICY TERMS AND CONDITIONS FOR GC GROUP CARE

(Hereinafter called "Basic 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. Bodily Injury due in part, or wholly caused by sickness or disease, bacterial or viral infection shall not be considered an Accident.
- 2. "Accidental Injury" means death or disability 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 Member 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);
  - (I) 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 Member 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. **"Beneficiary"** refers to a third party of a life insurance contract who is legally entitled to the benefits from this Policy.
- 5. **"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.



- 6. **"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.
- 7. **"Contract"** refers to the life insurance contract entered into by and between the Company and the Owner.
- 8. **"Dependents"** refers to the legal spouse and/or natural children or legally adopted children of the Insured Member.
- 9. "Effective Date" or "Commencement Date" is the date when coverage under this Policy or its relevant Supplementary Contract takes effect. The Effective Date is shown on the Group Insurance Benefit Summary and the Commencement Date is the date of issuance 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 Supplementary Contract in case of any reinstatement.
- 10. **"Insured Member"** refers to the Policy Owner or person whose name and personal particulars are identified in the Group Insurance Benefit Summary.
- 11. "Policy Owner/Owner" means a natural person or a legal entity effecting and legally entitled to this Policy.
- 12. "Policy" refers to the Basic Policy and Supplementary Contracts which may be attached to it.
- 13. "Policy Anniversary" refers to the same date each year as the Policy Date.
- 14. **"Policy Date"** is the Effective Date of this Policy as shown on the Group Insurance Benefit Summary, it is the date from which Policy Anniversaries, Policy Years, Policy months and premium due dates are determined.
- 15. "Policy Year" refers to the 12 (twelve) months duration between 2 (two) Policy Anniversaries.
- 16. **"Premium"** refers to the amount of money You pay to Us in consideration for the coverage for the Insured Members in this Policy.
- 17. "Sum Insured" means the amount of the insurance for an Insured Member when it is issued and is shown on the Group Insurance Benefit Summary. 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.
- 18. **"Supplementary Contract"** 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 Group Insurance Benefit Summary or is subsequently added by a relevant endorsement.
- 19. **"Total and Permanent Disability"** or **"Disability"** shall mean the Insured Member 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 Policy 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 18<sup>th</sup> (eighteenth) birthday of the Insured Member and lasts for at least 6 (six) months.

- 20. "We", "Us", "Our" or "Company" refers to GC Life Insurance PLC.
- 21. **"You"** or **"Your"** means the Owner of this Policy as shown in the Group Insurance Benefit Summary.

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

## II. SUBJECT MATTER OF INSURANCE, COVERAGE AND BENEFITS

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

- Death/Total and Permanent Disability (TPD) Benefit If the Insured Member dies or becomes
  Totally and Permanently Disabled while his/her coverage and this Policy are in force, We will
  pay You or the Insured Member or the Beneficiary(ies) as the case may be, the Sum Insured
  of this Policy at the time of the Insured Member's Death or Total and Permanent Disability
  occurs, less any indebtedness on this Policy. Thereafter, the Insured Member's coverage
  under this Policy shall be terminated.
- 2. If the Insured Member dies, or becomes Totally and Permanently Disabled as defined herein, due to Accidental Injury while this Policy is in force, and before attaining the 65<sup>th</sup> (sixty-fifth) birthday on the Policy Anniversary, We will pay to You or the Insured Member or the Beneficiary(ies) as the case may be, the Accidental Sum Insured for Accidental Death and Disability less any indebtedness. Thereafter, the coverage for the Insured Member shall be terminated.
- 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.

## III. 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. DEFAULT

After payment of the initial premium, failure to pay any subsequent premiums 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 discontinued from the following day of the expiration of the Grace Period.

## 3. GRACE PERIOD

A Grace Period of 30 (thirty) days from the due date will be allowed for payment after the first payment. 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 lapsed from the following day of the expiration of the Grace Period, except that the Policy Owner shall have given Us written notice in advance of an earlier date of discontinuance, the Policy shall discontinue as of such earlier date. The Policy Owner shall pay Us a pro-rata premium for the time the Policy was in-force during the Grace Period.

## 4. DEDUCTION OF PREMIUM AT DEATH OR DISABILITY

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

## 5. PREMIUM RATE

We shall have the right to change the rate at which the premiums shall be calculated, (a) on Policy Anniversary date, or (b) on any due date provided the rate that is then being charged has been in effect for at least 12 (twelve) months, or (c) when the risks being insured against under the Policy have increased, or (d) when there is substantial changes to the membership on which premium is based and provided further that the Company notifies the Policy Owner at least 30 (thirty) days in advance of such due date.

Premium adjustments involving return of unearned premiums to the Policy Owner shall be limited to the period starting with the latest Policy Anniversary Date preceding the date of receipt by the Company of evidence that such adjustments should be made.

## IV. EXCLUSIONS

#### 1. Death

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

- (i) Suicide within 2 (two) years from Policy Effective Date or date of reinstatement.
- (ii) A committed/attempted criminal offense.
- (iii) HIV and/or any HIV-related illnesses including AIDS and/or any mutations, derivation or variations thereof.
- (iv) 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:



- (i) Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- (ii) HIV infection, 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 Member is committing a felony or while the Insured Member 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 Member 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 Member performs duty as military, police or volunteers and participate in the war or crime suppression.
- (vii) 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 Member has reasonable knowledge of, unless the conditions are declared to the Company and accepted by the Company. An Insured Member may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
  - a) The Insured Member had received or is receiving treatment;
  - b) Medical advice, diagnosis, care or treatment has been recommended;
  - c) Clear and distinct symptoms are or were evident;
  - d) Its existence would have been apparent to a reasonable person in the circumstances.
- (viii) The Insured Member 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 highspeed races, or in professional sport activities.

## 3. Accidental Death and Total and Permanent Disability

- (i) Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- (ii) HIV infection, 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 Member is committing a felony or while the Insured Member 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 Member 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 Member performs duty as military, police or volunteers and participates in the war or crime suppression.
- (vii) The Insured Member has known about the defective physical, illness or injury before starting the insurance coverage, but the Insured Member does not notify the Company.
- (viii) The Insured Member 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 highspeed races, or in professional sport



activities.

(x) Pregnancy, childbirth, miscarriage or any of their consequences.

## V. **GEOGRAPHICAL COVERAGE**

Worldwide.

## VI. OWNERSHIP/BENEFICIARY PROVISIONS

#### 1. THE OWNER

You are the Owner of this Policy as shown on the Group Insurance Benefit Summary until changed. As the Owner, only You can, exercise all rights, privileges and options provided under this Policy.

## 2. THE BENEFICIARY

Whenever a Beneficiary is designated in this Policy, such Beneficiary will be deemed to be a Beneficiary entitled to the proceeds of this Policy, if and when this Policy becomes payable upon a valid claim.

The Insured Member may designate Beneficiary(ies) by providing the names of such Beneficiary(ies) to Us together with such other particulars assisting the identification process, and in such a format prescribed by Us (in the application or in a form provided by Us). Any such Beneficiary(ies) designation must be signed by the Insured Member or the Policy Owner's authorized representative and filed with Us.

During the Insured Member's lifetime, the Insured Member may, without the consent of any Beneficiary(ies), change any prior Beneficiary(ies) designation by a declaration in writing and filed with Us. We assume no responsibility for the validity of any designation or declaration.

If there is more than 1 (one) Beneficiary, unless the allocation in the percentage or proportion is provided in respect of the Beneficiary(ies) in a Beneficiary designation in effect under this Policy or otherwise in this Policy, the death benefit proceeds under this Policy will be paid in equal shares to the Beneficiaries. If no Beneficiary under this Policy survives at the time of the death of the Insured Member, or if the Insured Member fails to designate a Beneficiary in accordance with this provision, the death benefit will be paid in accordance to the laws in force at the time.

In case there is any litigation about the claim payment or share of benefits to different Beneficiaries, We are obliged to comply with relevant decision or judgment by the competent court.

# VII. ALTERATION, RENEWAL CLAUSE, TERMINATION OF INSURED MEMBER COVERAGE, CANCELLATION

Refer to General Provisions as stated below.

## VIII. CLAIMS

Refer to General Provisions as stated below.

## IX. CONFIDENTIALITY

Refer to General Provisions as stated below.

## X. GOVERNING LAW

Refer to General Provisions as stated below.



## XI. GENERAL PROVISIONS

#### 1. THE POLICY CONTRACT

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

- (i) The answers given by You and/or the Insured Member 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 and/or the Insured Member between the time of submission of the application/proposal and the time this contract is entered into; and
- (ii) 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 insurance plan (the "Basic Policy") and the Supplementary Contracts which may be attached to it. The plan name of the Basic Policy and the product and/or code name and form number of the Supplementary Contracts, if attached to this Policy, are shown under the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary.

#### 2. DATA REQUIREMENT PROVISIONS

- (i) You shall furnish Us with information relating to future Insured Members and terminations of insurance for present Insured Members that We may require to administer the coverage. Upon Our request, not more than once a year, You shall provide Us with a statement stating the date of birth, occupations and such other relevant data concerning the Insured Members which is considered to have an impact on the administration of the coverage and on the determination of future premium rates. Such information and records shall be available for Our inspection at any reasonable time.
- (ii) You shall maintain a record with respect to each Insured Member under this Policy, showing the Insured Member's name, gender, age or date of birth, Sum Insured, the date insurance became effective, the date insurance terminated, changes, with dates noted, Beneficiary(ies) designation and other pertinent information as may be necessary to carry out the terms of this Policy.
- (iii) Clerical errors in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise terminated, but upon discovery of a clerical error, any necessary and appropriate adjustment in premiums and benefits shall be made.
- (iv) You shall furnish Us with all information and proof which We may reasonably require with regard to any matters pertaining to this Policy. All documents furnished to You by any Insured Member in connection with the insurance, and other records



as may have a bearing on the insurance under this Policy, shall be open for inspection by Us at all reasonable times.

- (v) Any personal information collected or held by Us with respect to each Insured Member under this Policy may be held, used and disclosed by Us to individuals or organizations associated with Us with regards to matters pertaining to the Insured Member's coverage.
- (vi) It shall be Your responsibility to ensure that the personal information provided to Us is accurate. You shall indemnify and keep indemnified Us against any and all losses, costs, expenses, actions, proceedings suffered by Us as a result of Your failure to carry out the aforesaid.

## 3. ALTERATION

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

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

#### 4. RENEWAL CLAUSE

This Policy is issued for the term of 1 (one) year and shall be automatically renewed at the end of each Policy Year, at Our prevailing premium, provided We issue an official receipt for the payment of the premium due on the following Policy Year. We reserve the right to revise or adjust the rate of premium charged, terms and conditions at any Policy Anniversary Date, by notifying You by way of notice in writing at least 30 (thirty) days before such Policy Anniversary Date.

## 5. TERMINATION OF INSURED MEMBER COVERAGE

An Insured Member's coverage will terminate on the earliest of the following dates:

- (i) the death or Total and Permanent Disability of the Insured Member; or
- (ii) the date of termination of this Policy; or
- (iii) the date the Insured Member ceases to be eligible for insurance under the Policy; or
- (iv) the end of the Policy Year in which the Insured Member attained the age of 65 (sixty-five); or
- (v) if the Policy Owner is an employer and the Insured Member is an employee of the Policy Owner, the date the Insured Member is retired, pensioned, leaves voluntarily or is dismissed from the employment of the Policy Owner, except in the event of Disability, temporary layoff, strike or approved leave of absence, payment of the required premium will continue the insurance in force for a limited period commencing on the date the Insured Member ceases active work and automatically ending on the earliest of the following:
  - a) in the event of Disability, until terminated by the Policy Owner,
  - b) in the event of temporary layoff, strike or approved leave of absence, until terminated by the Policy Owner but in no event after the expiration of a period following the commencement of such leave, layoff or strike which will be 3 (three) months, or
  - c) the date the insurance terminates in accordance with (i), (ii), (iii) or (iv) hereof.

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.

## 6. CANCELLATION



You may cancel the Policy by written notice to Us. The applicable percentage of premium paid as per the table below shall be refunded:

Number of Months	% of Modal Premium to be Refunded			
Remaining to Expiry of Coverage Provided by Modal Premium	Annual	Semi Annual	Quarterly and Monthly	
> 9 months	50%	NA	NA	
> 8 months but <= 9 months	40%	NA	NA	
> 7 months but <= 8 months	35%	NA	NA	
> 6 months but <= 7 months	30%	NA	NA	
> 5 months but <= 6 months	25%	40%	NA	
> 4 months but <= 5 months	15%	30%	NA	
> 3 months but <= 4 months	10%	20%	NA	
<= 3 months	0%	0%	0%	

#### 7. NOTICE OF CLAIM

Immediate notice of claim must be given to Us within 90 (ninety) days in the event of death of the Insured Member. Such notice given to Us at Our office with particulars sufficient to identify the Insured Member, 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.

#### 8. PROOF OF HEALTH

We may require satisfactory proof of health before an Insured Member is accepted for insurance where:

- (i) An Insured Member's age at renewal is 61 (sixty-one) years or above; or
- (ii) Amount of insurance is in excess of the Free Cover Limit as stated in the Group Insurance Benefit Summary; or
- (iii) When there is an increase in the amount of insurance for an Insured Member.

When such proof of health is not satisfactory to Us, the whole benefit (for those aged 61 (sixtyone) years or above) or that part of the benefit which is in excess of the Free Cover Limit (for those below 61 (sixty-one) years) shall either not be granted or be granted, subject to special conditions and/or extra premiums as We may impose at Our discretion.

## 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 Member and/or the evidence used in arriving at such Disability, by such persons as We require.

## 11. CONFIDENTIALITY



All information provided to the insurance company shall be kept in confidence and no information shall be disclosed to any third party without prior consent, except as required by law or regulation.

## 12. 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 Owner, the parties agree to try it good faith to settle the dispute by mediation administered by the Insurance Regulator of Cambodia prior to submitting to the Courts of Cambodia which shall have the exclusive jurisdiction as the final dispute settlement.

## 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 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 Owner, the Company will calculate and collect from the 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 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. INDISPUTABILITY

The Policy Owner's or Insured Member'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 or the Insured Member's coverage voidable by the Company after it has been in force for 2 (two) years from the Policy or such Insured Member's 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.

## 16. SUICIDE AND OTHER EXCLUSIONS

No benefit shall be payable if death is due to:

- (i) suicide or self-inflicted injury, whether sane or insane, within 2 (two) years from the Effective Date or Commencement Date of the Insured Member, whichever is later; or
- (ii) a criminal offence committed or attempted to commit by You, or the Insured Member, or the Beneficiary(ies); or



- (iii) 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
- (iv) drugs or stimulators or alcohol abuse, drunk driving, or their complications as determined by the law in force.

## 17. MISSTATEMENT OF AGE AND/OR GENDER

(i) The age stated on the Group Insurance Benefit Summary is the age of the Insured Member that is declared in Your application. The said age is that of the Insured Member'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 Member. If We find out within the first 2 (two) years of this Policy that, at the date of enrollment, the Insured Member'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 coverage for the Insured Member and return You the premium paid for the coverage of the said Insured Member.

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

## 18. CURRENCY AND PAYMENT CHANNEL

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

## 19. EFFECTIVENESS OF INSURED MEMBER COVERAGE

Subject to the Effective Date Provision below, the insurance coverage of an Insured Member shall become effective on the applicable date set forth below:

- (i) The Policy Effective Date,
- (ii) In the case a benefit is added to the Policy at a later date than the Policy Effective Date, the Effective Date of said benefit, or
- (iii) The date in which the said person first meets the enrollment eligibility requirements.

Provided that the date of enrollment is not more than one calendar month after the Policy Effective Date or the date on which the person first becomes eligible, if later.

Effectiveness of coverage is always subject to completion of underwriting.

#### 20. EFFECTIVE DATE PROVISION

If an enrolled person is an employee, and if, on account of injury or disease, the enrolled person is not actively working in full time employment on the date his insurance would otherwise become effective as provided above, the insurance coverage shall not become effective until the date such person returns to full time active work for a continuous period of 30 (thirty) days.



For the purpose of this Policy, "full time employment" shall mean employment on a regular schedule of at least 40 (forty) hours per week, at his employer's regular place of business or other location where his employer's business specifically requires him to be in performance of such work.

#### 21. FREE COVER LIMITS

The Free Cover Limit is the maximum amount for which an enrolled person may initially be insured without furnishing evidence of his insurability. The Free Cover Limit under the Policy shall be as shown in the Group Insurance Benefit Summary. Evidence of insurability shall be required of any enrolled person who has attained age of 60 (sixty) years or above, or whose insurance exceeds the Free Cover Limit on the date on which he first meets the eligibility requirements, and the insurance shall not be effective until the date of approval by Us of the evidence of insurability. If We offer to effect the excess amount of insurance subject to the payment of certain extra premiums, the insurance shall not become effective until the date of the Policy Owner's written acceptance of the offer and payment of the required premium within the period given in Our offer while the Insured Member is in good health.

## XII. OTHER PROVISIONS

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.

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.

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.

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.

## XIII. JUVENILE LIEN

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

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

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