

## **POLICY TERMS AND CONDITIONS FOR GC NEARY CARE**

(Hereinafter called "Policy")

### **I. DEFINITIONS**

1. **"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.
2. **"Beneficiary"** refers to a third party of a life insurance contract who is legally entitled to the benefits from this Policy.
3. **"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.
4. **"Childbirth"** refers to the process of giving birth to a child(ren) with the Insured registered as the biological parent.
5. **"Climbing"** refers to the activity of climbing cliffs, building facades, man-made cliffs, ice cliffs, and icebergs.
6. **"Cooling-Off Period"** refers to the period of 21 (twenty-one) days after You have received the Policy.
7. **"Contract"** refers to the life insurance contract entered into by and between the Company and the Policy Owner/Insured.
8. **"Critical Illness Event"** shall mean when the Insured is diagnosed to be suffering from a critical illness as set out in the Critical Illness Table.
9. **"Critical Illness Category"** shall mean the category of Critical Illness Event as set out in the Critical Illness Table.
10. **"Diagnosis"** shall mean the definitive diagnosis made by a Physician, based upon such specific evidence, as referred in the definition of the particular Critical Illness Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us. Such diagnosis must be supported by a Physician to be appointed by Us who may base his opinion on the medical evidence submitted by the Insured and/or any additional evidence which the former may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, We shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such diagnosis shall be binding on both the Insured and Us.

11. **"Diving"** refers to underwater activity in rivers, lakes, seas, reservoirs, canals and other water areas by using auxiliary breathing apparatus.

12. **"Early Stage Critical Illness"** shall mean the category of Critical Illness Events as set out in the Critical Illness Table.
13. **"Effective Date"** or **"Commencement Date"** is the date when coverage under this Policy or its relevant 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.
14. **"Expiry Date"** for a Policy means the date, as shown in the Schedule of Benefits and Premiums of the Insurance Certificate, when the Policy shall expire.
15. **"Full Moon Benefit"** refers to the benefit payable when the Insured is alive and the child(ren) from Childbirth has attained 30 (thirty) days of age at the time of claim and is evident by the birth certificate and child health booklet or any other equivalent medical reports.
16. **"Grace Period"** means a period of 30 (thirty) days after the Premium due date which will be allowed for payment of each subsequent Premium. The Policy will remain in force during the Grace Period. If any Premium remains unpaid at the end of its Grace Period, this 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 Our requirements.
17. **"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.
18. **"Late Stage Critical Illness"** shall mean the category of Critical Illness Event as set out in the Critical Illness Table.
19. **"Maturity Date"** means the date as shown in the Insurance Certificate, upon which the Basic Policy matures.
20. **"Policy Owner/ Owner/ Payor"** means the person effecting and legally entitled to this Policy.
21. **"Permanent"** means expected to last throughout the lifetime of the Insured.
22. **"Physician"** shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice but excluding a physician or surgeon who is him/herself the Insured.
23. **"Policy"** refers to the Basic Policy and Rider Policy(ies) which may be attached to it.
24. **"Policy Anniversary"** refers to the same date each year as the Policy Date.
25. **"Policy Debt"** means the aggregate amounts that you owe Us under this Policy, including any accrued penalty charges.

26. **"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.
27. **"Policy Year"** refers to the 12 (twelve) month duration between 2 (two) Policy Anniversaries.
28. **"Premium"** refers to the amount of money You pay to Us in consideration for coverage in this Policy.
29. **"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.
30. **"Sum Insured"** means the amount of the insurance coverage 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.
31. **"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.
32. **"Total and Permanent Disability"** or **"Disability"** shall mean 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 carried 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 18<sup>th</sup> (eighteenth) birthday of the Insured and lasts for at least 6 (six) months.
33. **"Waiting Period"** refers to the period of 120 (one hundred twenty) days for Early Stage Critical Illness, 90 (ninety) days for Late Stage Critical Illness, and 1 (one) year for Childbirth starting from the Policy Effective Date or the reinstatement date.
34. **"We", "Us", "Our" or "Company"** refers to GC Life Insurance PLC.
35. **"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.

## II. SUBJECT MATTER OF INSURANCE

Life of the Insured.

## III. COVERAGE

This Policy provides:

1. Death and Total and Permanent Disability (TPD) coverages during the policy in-force period.
2. Survival/Full Moon Benefits on the respective Policy Anniversaries or full moon date.
3. Early and Late Stage Critical Illness Benefits for females.

## IV. BENEFITS

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

### 1. Death or Total and Permanent Disability 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. Survival/Full Moon Benefits

If the Insured is still alive on the Policy Anniversary of the specified Policy Anniversaries or if the Insured is still alive and the child(ren) from Childbirth, after the Waiting Period, attained 30 (thirty) days of age during the specified Policy Years, the Company will pay the Survival/Full Moon Benefits calculated based on a certain proportion of the Sum Insured of this Basic Policy on the corresponding Policy Anniversary or full moon date. The certain proportion of Sum Insured are shown in the following table:

Policy Year	Full Moon Benefit	% of Sum Insured
2 - 5	Up to Two Childbirth*	2% for Each Childbirth

Policy Anniversary	Survival Benefit	% of Sum Insured
5	Celebration Benefit	10% Less Any Full Moon Benefit Paid During Policy Year 2 - 5
6	HealthCare Benefit**	1%
8		1%
10		1%
12		1%
14		1%
16		2%
18		2%
20		2%
22		2%
24		2%
Maturity	Maturity Benefit	50%

Note:

- \* Subject to 1 (one) year Waiting Period for the first Childbirth after policy inception. The Full Moon Benefit (2% of Sum Insured for each Childbirth) is payable upon the child(ren) fulfilling the 30 (thirty) day survival period requirement, regardless of the number of children born in a Childbirth.
- \*\* HealthCare Benefit is not payable in the Policy Year when policy matures.

### **3. Early and Late Stage Critical Illness Benefits for Females**

#### **3.1 Critical Illness Benefit for Female Early Stage Critical Illness**

If the Insured, after the Waiting Period, is diagnosed to have suffered from a Critical Illness Event defined as Early Stage Critical Illness, 25% (twenty-five percent) of the Basic Sum Insured as stated in the Insurance Certificate or US \$25,000 (twenty-five thousand US Dollars), whichever is less, shall be payable. Thereafter, no benefit will be payable for Early Stage Critical Illness. Early Stage Critical Illness Benefit is payable only once under this Policy.

Payment of Early Stage Critical Illness benefit shall reduce the Basic Sum Insured and the Late Stage Critical Illness benefit by the amount of the Early Stage Critical Illness benefit paid.

#### **3.2 Critical Illness Benefit for Female Late Stage Critical Illness**

If the Insured, after the Waiting Period, is diagnosed to have suffered from a Critical Illness Event defined as Late Stage Critical Illness, 100% (one hundred percent) of Basic Sum Insured as stated in the Insurance Certificate, less any Critical Illness Benefit paid out for Early Stage Critical Illness less any indebtedness shall be payable. Upon payment of the Critical Illness Benefit for Late Stage Critical Illness, this Policy shall automatically terminate.

**3.3** The aggregate of the lump sum payments made under the Critical Illness Benefit for Early Stage Critical Illness (Clause 3.1) and Late Stage Critical Illness (Clause 3.2) shall not exceed 100% (one hundred percent) of the Basic Sum Insured as stated in the Insurance Certificate.

**3.4** If there are 2 (two) or more claims made under different stages of the same Critical Illness Category at the same time, We will pay only 1 (one) claim, whichever is the highest claim, admitted by Us.

**3.5** If there are 2 (two) or more claims made under different Critical Illness Category which are diagnosed on the same date, We will pay only 1 (one) claim, whichever is the highest claim, admitted by Us.

**3.6** Once a claim has been made for a Critical Illness Event from any category, no further benefits under this Policy will be payable for Critical Illness Events for the same category.

**3.7** The range of Critical Illnesses covered under this Policy may be reviewed by Us from time to time. However, We shall inform You in writing 90 (ninety) days before such revision takes effect.

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.

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

## **V. PREMIUM PROVISIONS**

### **1. Premium**

The Premium of this Policy is subject to change by Us based on a number of factors including but not limited to the attained age, occupation of the Insured, and the range of Critical Illness events covered under this Policy. However, We shall inform You in writing 90 (ninety) days before such revision takes effect.

### **2. 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.

### **3. 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, semi-annual, or quarterly mode at the premium rates applicable on the Effective Date.

### **4. Default**

After payment of the 1<sup>st</sup> (first) 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 suspended from the following day of the expiration of the Grace Period, and the Policy will not be effective during such suspension.

### **5. Deduction of Premium at Death or Disability or Female Late Stage Critical Illness**

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

## **VI. EXCLUSIONS**

This Policy does not cover:

### **1. Death**

No death benefit will be payable if death of the Insured 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) Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (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 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 participates 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 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:
  - a. The Insured 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 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. Female Critical Illness**

No benefit shall be payable if the Critical Illness is caused directly or indirectly, wholly or partly, by any of following events:

- (i) Any illness or disease other than a diagnosis of a Critical Illness as defined in this contract.
- (ii) Disease/s resulting from AIDS, AIDS-related complex or infection by HIV.
- (iii) 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. The Insured may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
  - a. The Insured 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.
- (iv) The Insured being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- (v) All Critical Illnesses presenting or diagnosed within the Waiting Period, inclusive of all Early Stage Critical Illness that is first diagnosed during the Waiting Period and that progresses to a Late Stage Critical Illness after the Waiting Period expires.



- (vi) If resulting directly/indirectly from radioactive contamination arising from fuel, weapons, waste or processing.

#### **VII. GEOGRAPHICAL COVERAGE**

Worldwide.

#### **VIII. 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 a successor. This is subject to the laws in force at the time.

#### **IX. ALTERATION**

Not Applicable.

#### **X. REINSTATEMENT**

If the Premium is still in default after the stipulated Grace Period, 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 is also subject to the following:

1. A written application is made by You to have this Policy reinstated;
2. The Insured is within the allowable age limits as determined by Us at the time of reinstatement;
3. The Insured has to produce evidence of insurability that is satisfactory to Us;
4. Payment of all overdue premiums with penalty charges at the rate prescribed by Us at the material time;
5. Payment of any indebtedness outstanding at the material time, with penalty charges at the rate prescribed by Us; and
6. Any other terms and conditions which We may impose at the material time.

Upon reinstatement, the Policy will be in force from the date of reinstatement. Penalty charges on Premiums and policy debt (if any) will be compounded to the date of reinstatement at an annual rate determined by Us. No cover is provided under this Policy during the period starting from the date on which the Policy lapses and ending on the date of reinstatement.



Any reinstatement shall only cover loss or the Insured event which occurs after the reinstatement date.

#### **XI. COOLING-OFF PERIOD CANCELLATION/SURRENDER OF POLICY**

You may at any time request to cancel/surrender the Policy in writing to Us by using the form provided by Us and returning this Policy to Us. If you request to cancel the Policy within the Cooling-Off Period, the premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. If you request to surrender after the Cooling-Off Period ended, we will pay You the cash surrender value as stated in the Insurance Certificate less any indebtedness (if any) subject to the provisions of the Policy Cash Surrender Value herein set forth. Upon Our payment, this Policy will be terminated and all benefits and rights under this Policy shall cease and have no further effect.

#### **XII. TERMINATION**

Your Policy shall automatically terminate upon:

- (i) death or TPD or Critical Illness Event of the Insured and its benefits have been paid out; or
  - (ii) this Policy becomes matured, lapsed due to expiration of reinstatement period as stated in Clause X, 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.

#### **XIII. CLAIMS PROCEDURE**

##### **1. 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.

##### **2. 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.

##### **3. 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.

##### **4. Proof of Critical Illness Event**

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

**5. Filing Proof of Critical Illness Event**

Proof of Critical Illness Event must be furnished to Us during the lifetime of the Insured/Payor and within 6 (six) months after the diagnosis of such Critical Illness Event.

**6. Claim Payment**

After verification of all the claim related documents, if it is confirmed to be covered, the Company shall pay the benefit within 5 (five) working days after the claim has been approved.

**7. Method of Payment**

Various payment methods are available for claim payment such as bank transfer, cheque, cash, and other methods which are available at the time of payment.

**XIV. 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.

**XV. 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 in 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.

**XVI. GENERAL PROVISIONS**

**1. Policy Contract**

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

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

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.

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. 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.

**3. Data Requirement Provisions**

- (i) Any personal information collected or held by Us with respect to each Insured 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's coverage.
- (ii) It shall be Your responsibility to ensure that the personal information provided to Us is accurate. You shall indemnify and keep Us indemnified against any and all losses, costs, expenses, actions, proceedings suffered by Us as a result of Your failure to carry out the aforesaid.

**4. 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 the form provided by Us to surrender this Policy for its cash surrender value as stated in the Insurance Certificate less any indebtedness. Upon Our payment of the cash surrender value to You, this Policy will be terminated and all benefits and rights under this Policy shall cease and have no further effect. However, if You request to surrender this Policy after the Cooling-Off period ended and before the Policy has been in force for 2 (two) years, there shall be no cash surrender value payable to You and this Policy will be terminated and all benefits and rights under this Policy shall cease and have no further effect

**5. Misstatement of Age and/or Gender**

- (i) 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.
- (ii) 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.
- (iii) 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.

**6. 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 (two) 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.

**XVII. 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. 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.

**XVIII. 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.

**XIX. CRITICAL ILLNESS TABLE**
**1. Early Stage Critical Illness Definitions**

<p><b>Carcinoma-in-situ of Female Organs</b></p>	<p><b>Carcinoma-in-situ (CIS)</b> shall mean the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. CIS covered by this Policy is limited only to the following sites: Breast, Cervix Uteri, Uterus, Ovary, Fallopian Tube, or Vagina/Vulva.</p> <p>The diagnosis of CIS must always be supported by a histopathological report. Furthermore, the diagnosis of CIS must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.</p> <p>In the case of the Cervix Uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with cervical biopsy. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (severe dysplasia without carcinoma in situ) does not meet the required definition and are specifically excluded.</p> <p>CIS of Ovaries should be capsule intact, with no tumour on the ovarian surface, classified as T1aN0M0 (TNM classification) or FIGO 1A (International Federation of Gynaecology and Obstetrics). CIS of the Vagina should be classified as Tis according to the TNM staging method or FIGO 0.</p> <p>This coverage is available to the first occurrence of CIS only. CIS in the presence of HIV is excluded.</p>
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## 2. Late Stage Critical Illness Definitions

<p><b>Major Cancer of Female Organs and of Specified Severity (Does not cover very early stage cancers)</b></p>	<p>Cancer is defined as any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue for which major interventionist treatment or surgery (excluding endoscopic procedures alone) is considered necessary.</p> <p>Cancer covered by this Policy is limited only to the following sites: Breast, Cervix Uteri, Uterus, Ovary, Fallopian Tube, or Vagina/Vulva.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>(i) All cancers which are histologically classified as any of the following: <ul style="list-style-type: none"> <li>- pre-malignant</li> <li>- non-invasive</li> <li>- carcinoma in situ</li> <li>- having borderline malignancy</li> <li>- having malignant potential</li> </ul> </li> <li>(ii) All cancers in the presence of HIV</li> <li>(iii) Any secondary cancer, which has originated from other organs and has spread to the female genital tract or breast.</li> </ul>
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