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**POLICY TERMS AND CONDITIONS FOR  
GROUP ACCIDENTAL PARTIAL DISMEMBERMENT RIDER**

(Hereinafter called "Rider Policy")

**I. 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 Disability which results directly from Bodily Injury and occurs within 6 (six) months from the date of Accident. For the purpose of this Rider 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);
  - (l) the intentional or negligent inhalation or consumption of poison, gases or noxious fumes; or
  - (m) entering, exiting, operating, or servicing, or being transported by any aerial device or conveyance except when the Insured 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. **"Bodily Injury"** means an abnormal bodily condition which occurs while this Rider Policy is in force, and is effected directly and independently of all other causes by violent, external, visible and accidental means only and is not therefore due to any illness or disease.
5. **"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.

6. **"Contract"** refers to the life insurance contract entered into by and between the Company and the Policy Owner/Insured Member.
7. **"Effective Date" or "Commencement Date"** is the date when coverage under this Rider Policy or its relevant Policy takes effect. The Effective Date is shown on the Group Insurance Benefit Summary 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 Rider Policy are changed subsequently.
8. **"Insured Member"** refers to the Policy Owner or the person whose name and personal particulars are identified in the Group Insurance Benefit Summary.
9. **"Loss of Hand or Foot"** means resulting from Accident, complete physical loss of the hand or foot at or above the wrist or ankle including the total and irrecoverable loss of use of those limbs. In the event of irrecoverable loss of use of those limbs, such Disability must last for not less than 6 (six) months in duration.
10. **"Loss of Eye"** means resulting from Accident, complete loss of eyesight and permanent irrecoverable loss of eye means physical loss or complete blindness of 1 (one) eye.
11. **"Loss of Thumb, Finger, or Toe"** means resulting from Accident, loss by complete severance of the digit at the metacarpal-phalangeal joint or the metatarsal phalangeal joint.
12. **"Loss of Speech"** means resulting from Accident, the total, permanent and irreversible loss of the ability to speak. A minimum assessment period of 6 (six) months applies. Medical evidence to confirm injury to the vocal cords to support this Disability must be supplied by an Ear, Nose and Throat (ENT) medical specialist acceptable to the Company. All loss of speech due to illness, natural and/or psychiatric related causes are not covered.
13. **"Loss of Hearing"** means resulting from Accident, the permanent and irreversible loss of hearing to the extent that the loss is greater than 80 decibels across all frequencies of hearing from 1 (one) or both ears. Medical evidence in the form of an audiometry and sound-threshold test result must be provided and certified by an Ear, Nose and Throat (ENT) medical specialist acceptable to the Company. All loss of hearing due to illness, natural and/or psychiatric related causes are not covered.
14. **"Policy Owner/Owner"** means the person effecting and legally entitled to this Rider Policy.
15. **"Permanent"** means expected to last throughout the lifetime of the Insured Member.
16. **"Policy"** refers to the Basic Policy and Rider Policy(ies) which may be attached to it.
17. **"Policy Anniversary"** refers to the same date each year as the Policy Date.
18. **"Policy Date"** is the effective date of this Rider 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.

19. **"Policy Year"** refers to the 12 (twelve) month duration between 2 (two) Policy Anniversaries.
20. **"Premium"** refers to the amount of money You pay to Us in consideration for coverage in this Rider Policy.
21. **"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 Group Insurance Benefit Summary or is subsequently added by a relevant endorsement.
22. **"Sum Insured"** means the amount of the insurance coverage 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 Rider Policy, the amount after such alteration will become the Sum Insured.
23. **"Partial and Permanent Disability" or "Disability"** shall mean the Insured Member suffers from complete and permanent irrecoverable loss of:
- (a) Hand or Foot;
  - (b) Eye;
  - (c) Thumb, Finger, or Toe;
  - (d) Speech; or
  - (e) Hearing.
- In case of complete loss of hand, foot, eye, speech or hearing, 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 hand or foot also means loss of use of hand and foot, 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 Member and lasts for at least 6 (six) months.
24. **"We", "Us", "Our" or "Company"** refers to GC Life Insurance PLC.
25. **"You" or "Your"** means the Policy Owner of this Rider Policy as shown in the Insurance 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**

Partial and Permanent Dismemberment of the Insured Member.

## **III. COVERAGE**

This Rider Policy provides coverage on Partial and Permanent Disability due to accident during the policy in-force period.

#### **IV. BENEFITS**

##### **1. Partial and Permanent Disability Benefit Due to Accident**

If the Insured Member suffers from any Partial and Permanent Disability due to Accidental Injury, within 6 (six) months from the date of accident, the Company shall pay a percentage of the Sum Insured specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary, as per Article XIX Appendix. No benefit will be payable where the disability is not specified. In no circumstances will the total amount payable in respect of any one Insured Member, whether as a result of 1 (one) or a number of accidents exceeds 100% of the Sum Insured of this benefit. Upon payment of such amount, the Sum Insured of Partial and Permanent Disability Benefit will be reduced by the lump sum payment under this benefit.

Any indebtedness on this Rider Policy at the time of payment of any benefit or proceeds above shall be deducted from the amount otherwise payable under this Rider Policy. The terms and conditions of these provisions supersede any conflicting provisions which may be attached to or which may form part of this Rider Policy.

#### **V. PREMIUM PROVISIONS**

##### **1. Payment**

All premiums for this Rider 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 Rider 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 Partial and Permanent Disability**

Upon payment of full Sum Insured of Partial and Permanent Disability of the Insured Member, any balance of the premiums due until the end of Policy Year in which Partial and Permanent Disability occurs in respect of the Insured Member, shall be deducted from the proceeds payable under this Rider 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.

**VI. EXCLUSIONS**

The Company shall not cover Partial and Permanent Disability that is caused directly or indirectly, wholly or partly, by any of following events:

- a. Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- b. Human Immunodeficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related diseases.
- c. 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.
- d. While the Insured Member is committing a felony or is being arrested, under arrest, or escaping the arrest.
- e. 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.
- f. While the Insured Member performs duty as military, police or volunteers and participates in the war or crime suppression.
- g. The Insured Member has known about the defective physical, illness or injury before starting the Insurance Contract, but the Insured Member does not notify the Company.
- h. The Insured Member being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- i. Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any highspeed races, or in professional sport activities.
- j. Pregnancy, childbirth, miscarriage or any of their consequences.

**VII. GEOGRAPHICAL COVERAGE**

Partial and Permanent Disability coverage is applicable worldwide.

**VIII. THE BENEFICIARY**

The beneficiary of the insurance benefit for Partial and Permanent Disability provided under this Contract shall be the Insured Member.

**IX. ALTERATION**

The Contract may be altered by Us by an endorsement subsequent to any underwriting decision or by request of the Policyholder to alter certain personal data such as telephone number, residential address or email address or other information as applicable.

Any alteration to the Contract shall be valid when accepted by Us and becomes effective when an endorsement is issued by us and delivered to your last known residential or communication address as per Our records.

**X. RENEWAL CLAUSE**

This Rider 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.

## **XI. CANCELLATION OF THE RIDER POLICY OR INSURED MEMBER'S COVERAGE**

You may cancel the Rider Policy or an Insured Member's coverage by written notice to Us. The applicable percentage of premium paid as per table below shall be refunded for the cancellation of an Insured Member's coverage:

Number of Months Remaining to Expiry of Coverage Provided by Modal Premium	Percentage (%) of Modal Premium to be Refunded		
	Annual	Semi-Annual	Quarterly and Monthly
> 11 months	80%	-	-
> 10 months but <= 11 months	70%	-	-
> 9 months but <= 10 months	50%	-	-
> 8 months but <= 9 months	40%	-	-
> 7 months but <= 8 months	35%	-	-
> 6 months but <= 7 months	30%	-	-
> 5 months but <= 6 months	25%	40%	-
> 4 months but <= 5 months	15%	30%	-
> 3 months but <= 4 months	10%	20%	-
<= 3 months	-	-	-

## **XII. TERMINATION OF RIDER POLICY/INSURED MEMBER COVERAGE**

### **1. Termination of Rider Policy**

If the entire Rider Policy is terminated by advance written notice by the Policy Owner to the Company, the total amount of the refund is the sum of the amount determined individually for each Insured Member where his/her coverage remains in force when the said termination notice is given.

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

### **2. Termination of Insured Member's Coverage**

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

- the death or Total and Permanent Disability of the Insured Member; or
- the date of termination of this Rider Policy; or
- the date the Insured Member ceases to be eligible for insurance under the Policy; or
- the end of the Policy Year in which the Insured Member attained the age of 65 (sixty-five); or
- 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:
  - in the event of Disability, until terminated by the Policy Owner,
  - 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
  - the date the insurance terminates in accordance with (a), (b), (c) or (d) hereof.

The payment or acceptance of any premium after the termination of an Insured Member's coverage 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 Partial and Permanent Disability of the Insured Members. This notification can be made via any methods below:

- a. Notify Directly at Our Office
- b. Phone Call
- c. Electronic Message
- d. Written Letter

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 Partial and Permanent Disability**

Proof of Partial and Permanent Disability shall be submitted to Us, who shall determine if Partial and Permanent Disability as defined in this Rider 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 Partial and Permanent Disability, by such persons as We require.

#### **3. Claim Payment**

After verification of all the claim related documents, if it is confirmed to be covered, the Company shall pay the benefit within 3 (three) working days after the claimant has accepted the approved claim amount.

#### **4. 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. DISPUTE RESOLUTION**

If any disputes arising out of or relating to this Rider Policy cannot be settled through amicable negotiation, as the first instance, between the Company and the 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. JURISDICTION**

This Rider Policy shall be construed and governed by the laws of Cambodia.



**XVII. GENERAL PROVISIONS****1. Policy Contract**

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

- a. 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 between the time of submission of the application/proposal and the time this contract is entered into; and
- b. 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 Rider Policy, are shown under the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary.

**2. 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.

**3. Data Requirement Provisions**

- a. 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.
- b. You shall maintain a record with respect to each Insured Member under this Rider 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 Rider Policy.
- c. 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.
- d. You shall furnish Us with all information and proof which We may reasonably require with regard to any matters pertaining to this Rider 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 Rider Policy, shall be open for inspection by Us at all reasonable times.

- e. Any personal information collected or held by Us with respect to each Insured Member under this Rider 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.
- f. 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.

#### **4. Misstatement of Age and/or Gender**

- a. 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 Rider 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.

- b. 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.
- c. Payment of benefits under this Rider 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.

#### **5. 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 Rider Policy voidable by the Company after it has been in force from the Policy Effective Date or Commencement Date, whichever is later.

Such failure to disclose or misrepresentation could be in the application for this Rider 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 gender.

#### **6. 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.

**7. 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:

- (a) The Policy Effective Date,
- (b) 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
- (c) The date in which the said person first meets the enrollment eligibility requirements.

Provided that the date of enrollment is not more than 1 (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.

**8. 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.

**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 Rider Policy.
- 2. Our books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Rider 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 Member shall be binding and conclusive evidence on the Insured Member in all courts of law and elsewhere.
- 3. If We delay or fail to exercise any rights/remedies under this Rider 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 Rider Policy are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).
- 4. This Rider 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 Rider Policy constitute the entire terms and conditions of this Rider Policy. No prior inconsistent representation or statement made in relation to this Rider Policy whether orally or in writing shall form part of this Rider Policy.

6. We reserve the right to alter the terms of this Rider 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 Rider Policy.

**XIX. APPENDIX**

**Percentage of Sum Insured Payable by Insured Event:**

<b>No.</b>	<b>Insured Event</b>	<b>Percentage (%) of Sum Insured</b>
1	Loss of 1 (one) limb	50%
2	Loss of 1 (one) hand at wrist	50%
3	Loss of 1 (one) eye	50%
4	Loss of hearing in 2 (two) ears	75%
5	Loss of hearing in 1 (one) ear	20%
6	Loss of speech	50%
7	Loss of 2 (two) thumbs - 2 (two) phalanges per thumb	30%
8	Loss of 1 (one) thumb - 2 (two) phalanges	10%
9	Loss of 1 (one) thumb - 1 (one) phalanx	5%
10	Loss of 1 (one) index finger - 3 (three) phalanges	6%
11	Loss of 1 (one) index finger - 2 (two) phalanges	4%
12	Loss of 1 (one) index finger - 1 (one) phalanx	2%
13	Loss of 1 (one) other finger - 3 (three) phalanges	5%
14	Loss of 1 (one) other finger - 2 (two) phalanges	3%
15	Loss of 1 (one) other finger - 1 (one) phalanx	2%
16	Loss of 1 (one) great toe - 2 (two) phalanges	6%
17	Loss of 1 (one) great toe - 1 (one) phalanx	2%
18	Loss of 1 (one) other toe (per toe)	3%