

## **POLICY TERMS AND CONDITIONS FOR GROUP MEDIPLUS 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. **"Basic Policy"** refers to the terms and conditions relating to the basic benefit and shall include endorsements unless it is specifically excluded in the endorsement from forming part of the Basic Policy.
3. **"Beneficiary"** refers to a third party of a life insurance contract who is legally entitled to the benefits from this Rider Policy.
4. **"Benefit Plan"** means the insurance coverage provided by this Rider Policy and any extensions or restrictions shown in Schedule of Benefits and Premiums of the Group Insurance Benefits Summary or in any endorsements.
5. **"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.
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 Policy Owner/Insured Member.
8. **"Dengue Fever"** means an acute infectious disease caused by the dengue virus and transmitted to humans by the Aedes mosquito. Diagnosis of Dengue Fever must be confirmed by a registered medical doctor and supported by Dengue IgM Antibody/Dengue PCR Test (or equivalent internationally accepted tests) as conclusive proof of infection.
9. **"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 in 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.
10. **"Emergency"** means a sudden, serious, and unforeseen Medical Condition or injury requiring immediate medical treatment.
11. **"Food Poisoning"** means an acute and often severe gastrointestinal disorder characterized by vomiting and diarrhea and caused by eating food contaminated with bacteria, viruses, bacterial toxins or natural toxins.

- 12. "Hospital"** refers to an establishment duly constituted and registered as a hospital or clinic for the care and treatment of sick and injured persons as paying bed-patients, and which:
- (i). has facilities for diagnosis and major surgery,
  - (ii). provides 24 (twenty-four) hours a day nursing services by registered and graduate nurses,
  - (iii). is under the supervision of a Physician, and
  - (iv). is not primarily a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
- 13. "Inpatient"** shall mean an Insured Member who is admitted to a Hospital for more than 6 (six) consecutive hours to receive Medically Necessary treatment following a Physician's opinion or diagnosis that is according to universal medical standards at that time and is applicable for the condition.
- 14. "Intensive Care Unit"** shall mean a section within a Hospital which is designated as an Intensive Care Unit by a Hospital, is maintained on a 24 (twenty-four) hour basis solely for the treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.
- 15. "Insured Member"** refers to the Policy Owner or the person whose name and personal particulars are identified in the Group Insurance Benefit Summary.
- 16. "Malaria"** means an acute infectious disease caused by the Plasmodium Parasitic Protozoan and transmitted to humans by the Anopheles mosquito. Diagnosis of Malaria must be confirmed by a registered medical doctor and supported by Malaria Parasite Test (or equivalent internationally accepted tests) as conclusive proof of infection.
- 17. "Medical Condition"** means any injury due to accidental causes.
- 18. "Medically Necessary"** refers to any medical treatment for which:
- (i). It is according to the Insured Member's diagnosis and treatment of such an applicable Accident,
  - (ii). There must be a proper medical indication according to universal medical standards,
  - (iii). It must not be for any treatment the Insured Member has taken for convenience, and
  - (iv). It must be the standard medical service for patients who are required to be medically treated according to the Accident.
- 19. "Necessary and Reasonable Charges"** shall mean charges incurred in respect of medical service or treatment provided it is appropriate and consistent with the diagnosis and which, in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Member's Medical Condition; and that such charges shall not exceed the general level of charges made by other providers in the same locality for such services or supplies.
- 20. "Outpatient"** shall mean an Insured Member receiving medical service at an outpatient's ward or emergency department in a Hospital. The Insured Member does not need to register or be hospitalized to receive treatment.

21. **"Policy Owner/Owner"** means the person effecting and legally entitled to this Rider Policy.
22. **"Policy"** refers to the Basic Policy and Rider Policy(ies) which may be attached to it.
23. **"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.
24. **"Premium"** refers to the amount of money You pay to Us in consideration for coverage in this Rider Policy.
25. **"Physician"** shall mean a physician 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 the Insured Member him/herself.
26. **"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.
27. **"Sum Insured"** means the amount of the insurance coverage for an Insured Member when it is issued and is shown in 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.
28. **"Surgery"** means a surgical process or procedure which is clinically necessary and reasonably required for the treatment of the injury by a surgeon who has the appropriate expertise and is issued with a Hospital's profession license and is conducted in the Hospital's anesthesia and operating room. Surgery shall not cover surgeries which are, performed while the Insured Member is not an Inpatient or not conducted in a Hospital's anesthesia and operating room. Surgery includes any of the following medical procedures:
  - (i). to incise, excise or electrocauterize any organ or body part, except for dental services;
  - (ii). to repair, revise, or reconstruct any organ or body part;
  - (iii). to reduce by manipulation a fracture or dislocation; and
  - (iv). use of endoscopy to remove an object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.
29. **"Waiting Period"** refers to the 10 (ten) day period from the Insured Member's coverage effective date for Dengue Fever or Malaria. The Waiting Period shall not be applicable after the first year of continuous cover of the Insured Member or for Accidents.
30. **"We", "Us", "Our" or "Company"** refers to GC Life Insurance PLC.
31. **"You" or "Your"** means the Policy Owner of this Rider 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**

Inpatient, Outpatient and ambulance charge due to Accident and additional medical expenses of the Insured Member.

## **III. COVERAGE**

This Rider Policy provides Inpatient, Outpatient and ambulance charge benefits due to Accident and additional medical expense benefits during the Insured Member coverage in-force period.

## **IV. BENEFITS**

The Company shall cover any Necessary and Reasonable Charges (after deduction of any sums recovered or recoverable from all other insurances) subject to the Waiting Period if applicable:

### **1. INPATIENT MEDICAL EXPENSE DUE TO ACCIDENT**

#### **A. Daily Room and Board**

A benefit shall be payable when, upon recommendation of a Physician, an Insured Member is registered as an Inpatient at a Hospital. The amount of benefit shall be equal to the actual room and board inclusive of meal charges made by the Hospital during the Insured Member's confinement; but in no event shall the benefit exceed the benefit amount as set forth in the Group Insurance Benefit Summary.

#### **B. Room and Board - Intensive Care Unit**

Where an Insured Member is warded in the Intensive Care Unit of a Hospital, a benefit equal to the charges actually made by the Hospital shall be payable subject to the limit shown in the Group Insurance Benefit Summary. Benefit payable in respect of confinement in an Intensive Care Unit shall be payable in place of expenses covered under the Daily Room and Board benefit.

#### **C. Hospital General Fees**

If a benefit is payable under the Daily Room and Board, We shall also pay a services benefit in respect of Necessary and Reasonable Charges made by the Hospital for the provision of general services which are normally provided by the Hospital, but in no event shall the benefit exceed the maximum benefit set forth in the Group Insurance Benefit Summary.

Hospital general services covered under this Rider Policy shall include:

- (i). Use of operation room;
- (ii). Drugs, medications, dressings, ordinary splints, plaster casts, and intravenous infusions;
- (iii). Anesthesia and oxygen and its administration;
- (iv). X-ray, electrocardiograms, basal metabolism test and other laboratory examinations and tests;
- (v). Physical therapy; and
- (vi). Prescribed take home medicine for up to 14 (fourteen) days of treatment.

#### **D. Surgery Benefit**

A Surgery benefit shall be payable for surgical fees in an amount equal to the Necessary and Reasonable Charges made for such operation, provided that the maximum benefit for all surgical operations performed shall not exceed the benefit limit shown in the Group Insurance Benefit Summary. Such benefit shall also become payable if the operation is performed in a Hospital by a Physician. If 2 (two) or more surgical

procedures are performed during the course of a single operation through the same incision, reimbursement for expenses for all such procedures shall not exceed the benefit limit shown in the Group Insurance Benefit Summary.

**E. In-Hospital Physician's Visit**

If an Insured Member, on any day of Hospital confinement, shall be necessarily treated by a Physician on account of an accidental Bodily Injury, the Company shall pay to the Insured Member an amount equal to the Necessary and Reasonable Charges made by the Physician for visits made for such treatment, but in no event shall the benefit exceed the maximum benefit as set forth in the Group Insurance Benefit Summary.

**F. Post-Hospital Benefits**

We shall pay for follow-up treatment expenses incurred by an Insured Member following his/her discharge from the Hospital or after the day of Surgery performed at the Hospital, which shall include Necessary and Reasonable Charges for specialist consultation, diagnostic x-ray, laboratory tests, nursing and dressing, medical supplies/equipment and medicines for up to 14 (fourteen) days of treatment provided that such treatment are provided or recommended by the same Physician who attended to the Insured Member while in the Hospital and that such expenses are incurred within 180 (one hundred eighty) days of his/her discharge from the Hospital or day of Surgery. The total amount payable shall not exceed the maximum benefit set forth in the Group Insurance Benefit Summary.

**2. OUTPATIENT MEDICAL EXPENSE DUE TO ACCIDENT**

The following Necessary and Reasonable Charges for Outpatient treatment shall be covered:

- a. Physician/specialist consultation fees;
- b. Prescribed medicines and dressings; and
- c. Prescribed diagnostic procedure: x-ray, electrocardiograms, basal metabolism test, laboratory examinations and tests, ultrasound, endoscopy, computerized tomography (CT) and magnetic resonance imaging (MRI) scans.

Subject to the maximum benefit amount as shown in the Group Insurance Benefit Summary.

**3. AMBULANCE CHARGE DUE TO ACCIDENT**

Necessary and Reasonable Charges for ambulance transportation incurred worldwide shall be payable but the total benefit shall not exceed the maximum benefit amount as set forth in the Group Insurance Benefit Summary.

**4. ADDITIONAL MEDICAL EXPENSE COVERAGE**

**A. DAMAGE TO THE TEETH**

A benefit per disability is payable for the treatment cost up to the maximum limit specified in the Group Insurance Benefit Summary to restore or replace sound natural teeth lost or damaged as a result of an Insured Member sustaining injury in an Accident which happens to an Insured Member during the policy in-force period. Treatment must be received within 10 (ten) days following date of Accident; otherwise, the Company shall not be liable for the expenses incurred.

**B. DENGUE FEVER/MALARIA**

While this benefit is in force and after the 10 (ten) days Waiting Period, if the Insured Member incurs any medical expense arising from Dengue Fever or Malaria which was diagnosed and prescribed by a qualified Physician, We shall pay You or the Insured Member or the Beneficiary (as the case may be) the medical expense incurred for the diagnosis and treatment of Dengue Fever or Malaria subject to the maximum amount specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary.

**C. FOOD POISONING**

This Rider Policy is extended to cover the Insured Member for medical expense resulting from accidental Food Poisoning. The maximum amount payable is subject to the amount specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary. Permanent disability or death arising from Food Poisoning is excluded from this Rider Policy. Medical expenses incurred by alcohol or liquor poisoning are excluded from this benefit.

**D. SNAKE/INSECT/ANIMAL BITE**

This Policy is extended to cover the Insured Member's medical expense due to Bodily Injury arising or resulting from snake/insect/animal bite, provided that such event does not arise as a result of the Insured Member's self-inflicted act. The maximum amount payable is subject to the amount specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary.

**E. SPORT INJURY**

This Policy is extended to cover the Insured Member for accidental sports injury sustained while the Insured Member's coverage is in-force. Sports injuries sustained arising out of or associated with or as a result of participation in professional training or professional competition is specifically excluded. The maximum amount payable is subject to the amount specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary.

**5. MAXIMUM AMOUNT PAYABLE**

The maximum aggregate amount payable under benefits from Item 1 to Item 4 (either due to one event or multiple events) shall be subject to the amount specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary.

**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. Proportionate Premium (by number of days to the expiry of the current coverage period) will be chargeable for Insured Members who join the scheme after the inception date of the scheme. 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. 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 medical expenses that is caused directly or indirectly, wholly or partly, by any of following events:

1. Accidental Bodily Injuries caused by traffic Accidents while riding on a motorcycle (driver or passenger) without wearing a helmet, unless it is specifically stated in the Policy and additional Premium has been paid.
2. Alternative medicines, other than licensed chiropractors, osteopaths, homeopaths, and acupuncturists.
3. Any claim arising in the course of travel undertaken against medical advice.
4. Any medical or physical conditions arising from Dengue Fever or Malaria within the Waiting Period. This shall not be applicable after the first year of continuous cover of the Insured Member.
5. Flying or any aerial activity except as passenger in a properly licensed power-driven aircraft (the word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft).
6. A pre-existing condition arising from any injury or sickness for which an Insured Member received consultation, medical treatment, diagnosis, care or service; or took prescribed drugs or medicine within a period of 12 (twelve) months prior to the effective date of insurance for that Insured Member. No benefit shall be payable under the Policy and supplementary contracts for pre-existing conditions unless the Insured Member has been continuously insured under the policy or the policy owner's group hospital and surgical insurance for at least 12 (twelve) months with the previous insurer.
7. Any treatment for mental disorders; injuries due to insanity or self-infliction or suicide; rest cures or sanatoria care, special nursing care; communicable disease requiring by law isolation or quarantine; sexually transmitted disease; claim which in the opinion of the Company arises directly or indirectly from Acquired Immunodeficiency Syndrome (AIDS) or attributable to Human Immunodeficiency Virus (HIV).



8. Routine physical examination; drug addiction or alcoholism; services for care and treatment of oral cavity except for dental operation required as a result of injury sustained in an Accident.
9. Reconstructive or plastic surgery, cosmetic treatment or surgery for beautification purposes; treatment of obesity, weight reduction and improvement or any elective surgery.
10. Congenital anomalies; sterilization of either sex; pregnancy including childbirth, cesarean operation, miscarriage, abortion and any medical complications arising therefrom, medical complications arising from treatment relating to birth control, to treatment to correct of condition of infertility, impotency and varicocele.
11. Eye refraction or fitting of glasses, control lens; procurement or use of special braces, prosthetic, appliances or equipment such as artificial limbs, hearing aids and non-medical personal services such as television, telephone and the like.
12. Injures or sickness arising directly from war, declared or undeclared, or any warlike operation, strike, riots, civil commotion, invasion, terrorist acts, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power, or from full time military, naval or air services.
13. Hospitalization, treatment or services that are not necessary or reasonably required for the illness or injury.
14. Hospitalization for the primary purposes of investigation and medical check-up.
15. The Insured Member is intentionally murdered or attempting to commit any criminal and/or unlawful activity or is harmed by the Policy Owner.
16. The Insured Member is engaged in high-risk occupation that the Company does not underwrite.
17. The Insured Member is involved in diving, skydiving, climbing, adventure, wrestling competition, extreme stunt show, driving or riding any kind of race, or professional sport.
18. The Insured Member is speeding, drinking and driving over the legal limit, driving without a valid driver license, or driving a vehicle without a valid registration.
19. The use, existence or escape of nuclear weapons material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combination of nuclear fuel.
20. The Insured Member did not declare to the Company or intentionally deceived the Company the fact that the Insured Member has already been diagnosed with Dengue Fever or Malaria within 14 (fourteen) days before the creation of his/her coverage and was diagnosed or hospitalized after the effectiveness of his/her coverage.

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

Benefits provided under this Rider Policy are applicable worldwide.

#### **VIII. BENEFICIARY**

Whenever a Beneficiary is designated in this Rider Policy, such Beneficiary will be deemed to be a Beneficiary entitled to the proceeds of this Rider 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 Rider Policy or otherwise in this Rider Policy, the benefit proceeds under this Rider Policy will be paid in equal shares to the Beneficiaries. If no Beneficiary under this Rider 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 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.

#### **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 Premium rate 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
> 9 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 OR 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:

- a. the death or total and permanent disability of the Insured Member; or
- b. the date of termination of this Rider Policy; or
- c. the date the Insured Member ceases to be eligible for insurance under the Policy; or
- d. the end of the Policy Year in which the Insured Member attained the age of 65 (sixty-five); or
- e. 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:
  - (i) in the event of disability, until terminated by the Policy Owner,
  - (ii) 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
  - (iii) 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**

The Insured Member or the Policy Owner or the Beneficiary (as the case may be) shall notify Us of the claim within 30 (thirty) days after the occurrence of any event which may give rise to a claim under this Rider Policy, or as soon as is reasonably possible. This notification can be made via any methods below:

- a. Notify directly at Our office
- b. Phone call
- c. Electronic Message
- d. Written Letter

All claims shall be made on Our prescribed form and submitted to Us together with all original documentation, itemized bills, receipts and prescriptions. All information required for assessing the claim shall be furnished at the Insured Member's own expense.

We shall have the right and opportunity through Our Physicians to examine any Insured Member whenever and as often as may be reasonably required within the duration of any claim. We will bear the expenses incurred in such examinations, unless the claim is proven to be invalid, in which case We shall be entitled to recover all the expenses so incurred from You.

If the Insured Member fails to cooperate with Us in Our admission of the claim, We may at Our discretion, terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable.

## **2. Proof of Claim**

Written proof of Inpatient or Outpatient treatment for which the claim is made must be furnished to the Company within 30 (thirty) days after the end of the period for which claim is made. Proof of claim shall include a fully completed claim form supplied by the Company, original copies of receipts and itemized bills in respect of Inpatient or Outpatient treatment for which the claim is made.

## **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 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/her 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 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 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 Rider 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 Rider 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 Rider 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:

1. The Policy Effective Date,
2. 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
3. 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/her 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 Rider Policy, "full time employment" shall mean employment on a regular schedule of at least 40 (forty) hours per week, at his/her employer's regular place of business or other location where his/her employer's business specifically requires him to be in performance of such work.

If an enrolled person is a student, on account of injury or disease, is not attending school on the date his/her insurance coverage would otherwise become effective, the insurance coverage shall not become effective until the date such person is attending school for a continuous period of 30 (thirty) days. For the purpose of this Rider Policy, attending school shall mean attending and participating in classes, courses, activities and training, physically or virtually, at the school's usual premises as prescribed by the school's curriculum.

### **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 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 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**

Table of Benefits for Group MediPlus Rider:

Currency: US Dollars

No.	Benefit	Benefit Limit Amount
1.	<b>Inpatient Medical Expense Due to Accident:</b> A. Daily Room and Board B. Room and Board - Intensive Care Unit C. Hospital General Fees D. Surgery Benefit E. In-Hospital Physician's Visit F. Post-Hospital Benefits	Up To 10% of Basic Policy Sum Insured or \$2,500, Whichever is Lower
2.	<b>Outpatient Medical Expense Due to Accident:</b> A. Physician/Specialist Consultation Fees B. Prescribed Medicines and Dressings C. Prescribed Diagnostic Procedure: x-ray, electrocardiograms, basal metabolism test, laboratory examinations and tests, ultrasound, endoscopy, computerized tomography (CT) and magnetic resonance imaging (MRI) scans	
3.	<b>Additional Medical Expense Coverage:</b> A. Damage to the Teeth B. Dengue Fever/Malaria C. Food Poisoning D. Snake/Insect/Animal Bite E. Sport Injury	
4.	<b>Ambulance Charge Due to Accident</b>	\$300