

POLICY TERMS AND CONDITIONS FOR JUVENILE CRITICAL ILLNESS RIDER

(Hereinafter called "Rider 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.** "Cooling-Off Period" refers to the period of 21 (twenty-one) days after You have received the Policy.
- **5.** "Contract" refers to the life insurance contract entered into by and between the Company and the Policy Owner/Insured.
- **6.** "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.
- 7. "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 Insured and Us.
- 8. "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.
- **9.** "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.



- 10. "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.
- **11.** "Insured" refers to the Policy Owner and/or the person whose life is insured and his/her name and personal particulars are identified in the Insurance Certificate.
- 12. "Permanent Neurological Deficit with Persisting Clinical Symptoms" means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Insured. Symptoms that are covered include numbness, paralysis, localized weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), and visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.
- **13.** "Policy Owner/ Owner/ Payor" means the person effecting and legally entitled to this Policy.
- 14. "Policy" refers to the Basic Policy and Rider Policy(ies) which may be attached to it.
- **15.** "Policy Anniversary" refers to the same date each year as the Policy Date.
- **16.** "Policy Debt" means the aggregate amounts that you owe Us under this Policy, including any accrued penalty charges.
- **17.** "Policy Date" is the effective date of this Policy as shown on the Insurance Certificate, it is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium due dates are determined.
- **18. "Policy Year"** refers to the 12 (twelve) month duration between 2 (two) Policy Anniversaries.
- **19.** "Pre-Existing Conditions" shall mean illnesses that the Insured/You has/have reasonable knowledge of. The Insured/You 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; or
 - d. its existence would have been apparent to a reasonable person in the circumstances.
- **20.** "Premium" refers to the amount of money You pay to Us in consideration for coverage in this Policy.
- **21.** "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.



- **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.** "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.
- **24.** "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.
- **25.** "Survival Period" refers to the period of 30 (thirty) days the Insured is required to survive after any Juvenile Critical Illness diagnosis.
- **26.** "Waiting Period" refers to the period of 90 (ninety) days from the Policy Effective Date or the reinstatement date, whichever is later, for Juvenile Critical Illness.
- 27. "We", "Us", "Our" or "Company" refers to GC Life Insurance PLC.
- **28.** "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

The diagnosis of a Critical Illness Event of the Insured.

III. COVERAGE

This Policy provides coverage of the diagnosis of a Critical Illness Event of the Insured as defined in the Critical Illness Table.

IV. BENEFIT

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

Juvenile Critical Illness Benefit

If the Insured, after the Waiting Period, is diagnosed with a Juvenile Critical Illness 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 Policy at the time the Insured's diagnosis occurs, less any indebtedness on this Policy. Thereafter, this Policy shall be terminated.

Juvenile Critical Illness Benefit shall only be payable if the Insured survives the Survival Period.

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



2. 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.

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, quarterly or monthly mode at the premium rates applicable on the Effective Date.

4. Default

After payment of the 1st (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 Diagnosis of Juvenile Critical Illness

Upon the diagnosis of Juvenile Critical Illness of the Insured, any balance of the premiums due until the end of Policy Year in which the diagnosis of Juvenile Critical Illness occurs shall be deducted from the proceeds payable under this Policy.

VI. EXCLUSIONS

The Company shall not cover any claim arising directly/indirectly from any one of the following occurrences:

- 1. Any illness or disease other than the diagnosis of a Juvenile Critical Illness as defined in this contract.
- 2. Disease/s resulting from Acquired Immuno Deficiency Syndrome (AIDS), AIDS-related complex or infection by Human Immuno Deficiency Virus (HIV).
- 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:
 - (i) The Insured had received or is receiving treatment;
 - (ii) Medical advice, diagnosis, care or treatment has been recommended;
 - (iii) Clear and distinct symptoms are or were evident;



- (iv) Its existence would have been apparent to a reasonable person in the circumstances.
- **4.** Any Juvenile Critical Illness presenting or diagnosed within the Waiting Period.
- **5.** The Insured did not survive past the Survival Period after diagnosis of any Juvenile Critical Illness.
- **6.** If resulting directly/indirectly from radioactive contamination arising from fuel, weapons, waste or processing.
- **7.** Any congenital defect or disease.
- 8. The Insured being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.

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 it 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 THE RIDER POLICY

You may at any time request to cancel/surrender this Rider Policy in writing to Us by using the form provided by Us and returning this Policy to Us.

If you request to cancel this Rider 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. Upon Our payment, this Rider Policy will be terminated and all benefits and rights under this Rider Policy shall cease and have no further effect.

If you request to surrender after the Cooling-Off Period ended, there shall be no cash surrender value payable to You and this Rider Policy will be terminated and all benefits and rights under this Rider Policy shall cease and have no further effect.

XII. TERMINATION

Your Rider Policy shall automatically terminate upon:

- (i) its Basic Policy is terminated or the benefits of this Rider Policy herein provided have been paid; or
- (ii) this Policy becomes matured, expiration of reinstatement period as stipulated 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 a Critical Illness Event. 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 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.



3. Filing Proof of Critical Illness Event

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

4. 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.

5. 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:

- (i) 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
- (ii) Medical reports and any other reports and questionnaires; (collectively referred to as "the material information")

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

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. 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.

5. 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. JUVENILE LIEN

Regardless of the stated Sum Insured of this Policy, Our liability in the event of the Insured's diagnosis of Juvenile Critical Illness before he attains the age of 4 (four) years shall be in accordance with the following schedule:

Age at Diagnosis (Last Birthday)	Percentage of Juvenile Critical Illness Benefit Payable
1 year old	40%
2 years old	60%
3 years old	80%
4 years old or above	100%

XIX. 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.



XX. CRITICAL ILLNESS TABLE

Juvenile Critical Illness Definitions

Leukaemia	Shall mean a condition where there is cancer of blood-forming organs characterized by uncontrolled production and accumulation of immature or abnormal leukocytes in the blood system and is a malignant disorder of white blood cells which proliferate in a disorganized manner. A claim for this benefit will only be admitted if there is an unequivocal diagnosis of leukaemia with and cytological evidence, which must be confirmed by a paediatric oncologist or hematologist and the condition requires admission for treatment with chemotherapy and/or radiotherapy. Chronic Lymphocytic Leukaemia less than RAI Stage 3 (three) is specifically excluded.
Bacterial Meningitis	Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 3 (three) months. This diagnosis must be confirmed by: a. The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and b. A consultant neurologist or pediatrician. Bacterial Meningitis in the presence of HIV infection is excluded. For the above definition, other forms of meningitis, including viral meningitis are not covered.
Viral Encephalitis	Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in significant, irreversible and permanent neurological deficit. This diagnosis must be certified by a consultant neurologist and the permanent neurological deficit must be documented for at least 3 (three) months. Encephalitis caused by HIV infection is excluded.
Rheumatic Fever with Heart Valve Disorders	A confirmed diagnosis by a qualified paediatrician acceptable to the Company of acute rheumatic fever according to the revised Jones criteria for its diagnosis. There must be involvement of one or more heart valves and at least moderate valve incompetence attributable to rheumatic fever as confirmed by quantitative investigations of the valve function by a qualified cardiologist acceptable to the Company.



Hand, Foot and Mouth Diseases with Severe (Life Threatening) Complications	Diagnosis of Hand, Foot and Mouth Disease by a consultant pediatrician which results in admission to an Intensive Care Unit (ICU) for treatment of encephalitis, acute paralysis, myocarditis, pulmonary haemorrhage or cardiopulmonary failure. Laboratory evidence of acute infection with Coxsackie virus or Enterovirus 71 must be provided.
Juvenile Insulin- Dependent Diabetes Mellitus	A chronic disorder of carbohydrate, fat and protein metabolism resulting from a complete insulin deficiency. The diagnosis must be confirmed by a paediatrician and there must be proof of treatment with insulin for a minimum period of 6 (six) months.