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## **POLICY TERMS AND CONDITIONS FOR LIFE SHIELD GROUP INSURANCE**

(Hereinafter called "Policy")

### **I. DEFINITIONS**

1. **"The Company"**: refers to GC Life Insurance PLC.
2. **"Year of age"**: refers to age calculated based on the date of birth stated on identification documents, which shall be zero from the date of birth and increase by one when a year has passed; it shall not be counted as one year if the year has not passed.
3. **"Legally valid identification document"**: refers to a certificate or document, such as ID card, passport, etc., issued by the national government to prove the identity.
4. **"Waiting period"**: refers to a specific period during the effective period of the Contract. Within this period, if there are any insured events that occur, the beneficiary shall not be entitled to any insurance benefit payment. The purpose of having an waiting period is to prevent any moral hazard that the applicant is aware of that may cause an accident or insured event to then immediately apply for insurance.
5. **"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.
6. **"High risk occupation"**: mainly refers to forest transporting workers; forest fires protectors; beasts breeders; venomous animal breeders; oceanic fishermen; stone or sand mining workers, workers who work in mines; scuba diver; all offshore oil (diver will be included) workers; fuel trailer driver and occupants; rescue crew; helicopter pilots; steel framework workers; construction scaffolding workers; installers of glass curtain walls; exterior cleaning service for high-rise buildings; tunnel construction workers; bridge construction workers; large dam project workers; digging well workers; explosion workers; liquid and gaseous fuels like natural gas, coal-to-gas manufacturing workers; explosives, pyrotechnics and firecrackers processing workers; strong acids and bases like sulfuric, hydrochloric, nitric, caustic manufacturing workers; toxic product processing workers; ship disassembling workers; war correspondent; advertising signboard installers; high-rise building workers; stuntmen; air acrobatics performers; high-voltage facility installers, repairmen; dangerous, toxic, radiologic wastes disposing workers; unemployed for long period of time; drug enforcement police; riot police; special police; on-the-spot rescuers; special army; air soldiers; feet and submarine soldiers; skiing players; wrestling players.
7. **"Drugs"**: refers to opium, heroine, methamphetamine, morphine, cannabis, cocaine, ketamine and determined by the United Nations and other nationally restricted addictive narcotics and psychiatric drugs, except any medicines which contained components of drugs, but is prescribed by a doctor and used by following the doctor's prescription for the treatment of disease.
8. **"Drinking and driving over the legal limit"**: refers to an event in which the vehicle driver is tested or verified to contain in every hundred milliliter of his/her blood the level of alcohol which reaches or exceeds the level limited by law or the government.

9. **"Driving without a valid driver license"**: refers to any of the following situations:
- (1) not obtaining driving qualifications;
  - (2) driving a type of vehicle which does not match the driving license;
  - (3) having an unqualified driving license;
  - (4) having a learner license and learning to drive without coach guidance, or without following the designated time and route for learners.
10. **"Driving without a valid registration"**: refers to any of the following situations:
- (1) Any vehicle which has been de-registered in accordance with the law;
  - (2) Failing to undergo or to pass regular safety and technical inspection of motor vehicles.
11. **"Vehicles"**: refers to any wheeled vehicles driven or pulled by engines that provides transportation for passengers and goods as well as any engineering work.'
12. **"Diving"**: refers to underwater activity in rivers, lakes, seas, reservoirs, canals and other water areas by using auxiliary breathing apparatus.
13. **"Climbing"**: refers to the activity of climbing cliffs, building facades, man-made cliffs, ice cliffs, and icebergs.
14. **"Adventure"**: refers to the act of deliberately putting oneself in any circumstance by knowing that it causes risks of death or injury under certain natural conditions; for example, river rafting, mountaineering, walking through the desert or in an inaccessible forest.
15. **"Extreme stunt show"**: refers to the performance of equestrian, juggling, animal training and others.
16. **"Mental illness, mental and behavioral disorder"**: is based on the "International Statistical Classification of Diseases and Related Health Problems (ICD-10)" issued by the World Health Organization.
17. **"War"**: refers to the armed struggle between nation's, groups of people, or political groups for certain political and economic purpose, subject to declaration of the government.
18. **"Military clash"**: refers to an armed confrontation between nations or people within certain scope and subject to declaration of the government.
19. **"Riot"**: refers to an armed disturbance which undermines social order, subject to declaration of the government.
20. **"Insured"**: refers to the Policy Owner or the person whose name and personal particulars are identified in the Group Insurance Benefit Summary.
21. **"Policy Owner/Owner"**: means a natural person or legal entity effecting and legally entitled to this Policy.
22. **"Total and Permanent Disability" or "Disability"**: shall mean the Insured suffers from complete and permanent irrecoverable loss of:
- Two arms; or
  - Two legs; or
  - One arm and one leg; or
  - Two eyes; or
  - One eye and one arm; or
  - One leg and one eye.

In this definition, complete and permanent irrecoverable loss of (i) eye(s) means physical loss of eyes or complete blindness, (ii) arm(s) means loss above the wrist, and (iii) leg(s) means loss above the ankle.

In case of complete loss of arm(s) or leg(s) or eye(s), such certification could be carried out at any time within the Policy term and when the Policy is in full force. In this definition, complete and permanent irrecoverable loss of arms and legs also means loss of use of those arms or legs, if it is certified by a registered hospital at the provincial level or above that the loss occurs after the 18<sup>th</sup> (eighteenth) birthday of the Insured and lasts for at least 6 (six) months.

**23. "We", "Us", "Our" or "Company":** refers to GC Life Insurance PLC.

**24. "You" or "Your":** means the Policy Owner of this 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**

Life of the Insured.

## **III. COVERAGE**

Within the period of insurance, the Company shall assume the following coverages:

1. After the waiting period, in case the Insured dies or becomes totally disabled due to illness, the Company shall pay the sum insured for death or total disability due to illness based on the selected plan stated on the "Table of Premium and Corresponding Sum Insured" under Section V. Point 5. Premium Rate, and the Contract shall be terminated.

The waiting period for the aforementioned coverage is 90 days which applies to all Insured, including any newly added Insured to the Contract. If the applicant renews the Contract on time, meaning that the insurance period is continuous or the days between the expiration date of the prior contract and the effective date of the new contract are less than 15 days, there will be no waiting period. However, for any newly added Insured they shall be subjected to the waiting period. The waiting period starts from the effective date of the Contract or the effective date of coverage for any newly added Insured.

2. In case the Insured dies or becomes totally disabled due to an accidental injury within 180 days from the date of such accident, the Company shall pay the sum insured for the accidental death or the sum insured for total disability due to accidental injury benefit based on selected plan stated on the "Table of Premium and Corresponding Sum Insured" under Section V. Point 5 Premium Rate, and the Contract shall be terminated.

#### **IV. BENEFITS**

Within the period of insurance, the Company shall assume the following coverages:

**1. Death and Total and Permanent Disability Benefit Due to Illness**

If the Insured dies or becomes Totally and Permanently Disabled due to Illness as defined herein, while this Policy is in force, We will pay You or the Insured or the beneficiary(ies) as the case may be, the Illness Sum Insured specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary of this Policy at the time of the Insured's death or Total and Permanent Disability, less any indebtedness on this Policy. Thereafter, the Insured's coverage under this Policy shall be terminated.

**2. Death and Total and Permanent Disability Benefit Due to Accident**

If the Insured dies or becomes Totally and Permanently Disabled due to Accident as defined herein, while this Policy is in force, We will pay You or the Insured or the beneficiary(ies) as the case may be, the Accidental Sum Insured specified in the Schedule of Benefits and Premiums of the Group Insurance Benefit Summary of this Policy at the time of the Insured's death or Total and Permanent Disability, less any indebtedness on this Policy. Thereafter, the Insured's coverage under this Policy shall be terminated.

Any indebtedness on this Policy at the time of payment of any benefit or proceeds above shall be deducted from the amount otherwise payable under this Policy.

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

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

**1. Payment**

All premiums for this Policy are payable on or before their due dates to Us by the method We specify. The validated deposit slip or premium deduction shown in Your account statement shall be considered as proof of payment.

**2. Default**

After payment of the initial premium, failure to pay any subsequent premiums on or before its due date will constitute a default in premium payment. If the premium remains unpaid after the Grace Period, the Policy will be discontinued from the following day of the expiration of the Grace Period.

**3. Grace Period**

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

**4. Deduction of Premium at Death or Total and Permanent Disability**

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

## 5. Premium Rate

Under the Contract, there are three plans (A, B, C) for the premium and the corresponding Sum Insured as stated on the table below under this section. The applicant shall select one of the three plans and the selected plan shall be stated on the insurance certificate.

**Table of Premium and Corresponding Sum Insured**

Currency Unit: US dollar

Plan	Premium	Sum Insured for Death or Total & Permanent Disability Due to Illness	Sum Insured for Accidental Death or Total & Permanent Disability Due to Accidental Injury Benefit
A	18	1,000	5,000
B	35	2,000	10,000
C	68	4,000	20,000

Note: The term “Total & Permanent Disability” stated in the table above refers to Section “I. DEFINITIONS”

## VI. EXCLUSIONS

This Policy does not cover:

### 1. Death

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

- Suicide.
- A committed/attempted criminal offense.
- Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof.
- Drugs or stimulators or alcohol abuse, drunk driving, or their complications as determined by the law in force.

### 2. Total and Permanent Disability

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

- Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- HIV infection, AIDS, or AIDS related diseases.
- 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.
- While the Insured is committing a felony or is being arrested, under arrest, or escaping the arrest.
- Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is a fare-paying passenger on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- While the Insured performs duty as military, police or volunteers and participates in the war or crime suppression.

- g. Pre-existing conditions, which existed before the effective date or the date of reinstatement of this Policy, whichever is later. Pre-existing conditions shall mean illnesses that the Insured has reasonable knowledge of, unless the conditions are declared to the Company and accepted by the Company. An Insured may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
  - 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.
- h. Drugs or stimulators or alcohol abuse, drunk driving, or their complications as determined by the law in force.
- 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.

### **3. Death and Total and Permanent Disability Due to Accident**

This Policy shall not cover any Accidental death or Disability caused directly or indirectly, wholly or partly, by any 1 (one) of the following occurrences:

- a. Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- b. HIV infection, 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 or the Beneficiary is committing/attempting a felony or while the Insured is being arrested, under arrest, or escaping the arrest.
- e. Participation in any fight or affray.
- f. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is a fare-paying passenger on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- g. While the Insured performs duty as military, police or volunteers and participates in the war or crime suppression.
- h. The Insured has known about the defective physical, illness or injury before starting the Insurance Contract, but the Insured does not notify the Company.
- i. Drugs or stimulators or alcohol abuse, drunk driving, or their complications as determined by the law in force.
- j. Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any highspeed races, or in professional sport activities.
- k. Pregnancy, childbirth, miscarriage or any of their consequences.
- l. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/fusion.
- m. Any form of mental or psychiatric disorder.
- n. Death or Total and Permanent Disability due to Accidental Injury after 180 (one hundred and eighty) days of the date of Accident.
- o. Injuries are caused by insect bites including but not limited to mosquito bites and bee stings.

- p. Hernia, ptomaines or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound).
- q. The intentional or negligent inhalation or consumption of poison, gases or noxious fumes.
- r. Assault or murder.

## **VII. GEOGRAPHICAL COVERAGE**

Death, and Total and Permanent Disability due to Illness or due to Accident coverages are applicable worldwide.

## **VIII. THE BENEFICIARY**

The beneficiary of the insurance benefit provided under the Contract, except for the death benefit, shall be the Insured.

When completing the application procedure, the applicant or the Insured may designate one or more beneficiary/beneficiaries for the death benefit. The applicant shall not designate any individual other than the Insured's close relative as the beneficiary. If the applicant or the Insured changes the beneficiary of the death benefit during the period of insurance, a written notice shall be provided to the Company. The Company shall endorse the insurance policy or other insurance documents or attach an endorsement.

After the death of the Insured, if any of the following circumstances occurs, the benefit shall bequest to the Insured in respect of which the Company shall fulfill its payment obligation in accordance with the applicable provisions of laws of the Kingdom of Cambodia:

1. No beneficiary has been designated or clearly determined;
2. The beneficiary dies before the Insured, and there is no other beneficiary;
3. The beneficiary loses the right to receive the benefit or has given up such right in accordance with the laws, and there is no other beneficiary.
4. If the beneficiary and the Insured dies from the same accident and the order of death cannot be determined, it shall be considered that the beneficiary has died before the Insured.
5. In case of any intentional murder or attempted murder of the Insured by the beneficiary, or the beneficiary intentionally causes the death, disability, or illness of the Insured, the beneficiary shall lose his/her right to receive the benefit.

## **IX. ALTERATION**

### **1. Changes of the Insured during the Contract**

During the insurance period, if there is change to the membership of the Participating Group that requires to change the Insured, the applicant shall fill in "Changes of the Insured for Group Insurance Application Form". The Company shall be informed for such change and after agreement, the supplementary contract shall be endorsed.

If the Insured is added during the Contract period, the agreed time shall be the corresponding effective date of the Contract each month, and the change can only be made once a month. After applying for the increase of the Insured and consent approval by the Company, the insurance coverage for the additional Insured will start from the date when the applicant pays the agreed premium.

If the number of the Insured decreases, after the approval of the Company, the insurance coverage for the removed Insured shall terminate from the following day of the application receipt date and the Company shall refund the cash value of the removed Insured to the applicant in accordance with Section XI.

Any persons who are not stated on the List of the Insured and the Insured who has unpaid premium will not be insured by the Company.

If the number of the Insured is less than 5 people, the Company shall have the right to terminate the Contract and shall return the premium amount to the applicant in accordance with Section XI.

## **2. Change of Occupation**

If the Insured changes his/her occupation, the applicant or the Insured shall notify the Company in writing within 10 days, otherwise, the effectiveness of the insurance coverage shall become invalid.

After the Insured has changed his/her occupation, if the level of risk obviously increases, the Company reserves the right to immediately impose additional premium on the applicant. If the level of risk is extremely high and the nature of his/her occupation is verified to be an uncovered occupation, the Company reserves the right to terminate the Contract and return the partial premium under the Contract in accordance with Section XI, and the Contract shall be terminated.

## **3. Other Contract Modifications**

a) The applicant and the Company may negotiate to modify the contents of the Contract. In the case of modification, the applicant shall fill out a request form for modification of the Contract, and the Company, after examining and approving the request, shall endorse the insurance policy or other insurance documents or attach an endorsement, or enter into a written amendment agreement with the applicant.

b) In case the applicant changes his/her contact address and contact information, he/she shall promptly notify the Company in writing. If the applicant fails to do so, the company shall provide relevant notices through the latest contact address and contact information known. If any adverse consequence occurs, the applicant shall be responsible for it.

## **X. RENEWAL CLAUSE**

The applicant may apply for renewal of the policy at the end of the insurance period. The applicant shall request for the renewal and pay the full renewal premium on or before the date of expiry of the Contract. Otherwise, the Company shall not be obliged to pay any insurance benefit if any insured event occurs during the period between the end of the existing policy and the effective date of the renewed policy.

## **XI. CANCELLATION OF POLICY OR INSURED COVERAGE**

If You cancel the Policy after the Cooling-Off Period has ended or cancel an Insured's coverage after the effective date of this Policy by written notice to Us, the applicable amount as per the table below shall be refunded for the cancellation of an Insured's coverage:

Currency Unit: US Dollar

Month	Plan A	Plan B	Plan C
1	10.73	20.85	40.52
2	9.75	18.96	36.83
3	8.78	17.06	33.15
4	7.80	15.17	29.47
5	6.83	13.27	25.78
6	5.85	11.38	22.10
7	4.88	9.48	18.42
8	3.90	7.58	14.73
9	2.93	5.69	11.05
10	1.95	3.79	7.37
11	0.98	1.90	3.68
12	0	0	0

**Note:** the term “Month” stated in the table above represents the number of months passed by the time of the Contract termination due to any reasons during the period of insurance; it shall be counted as 1 month if the month has not passed. For example: the period of insurance for the Contract has passed by 2 months and 13 days, the number of months shall be counted as 3 months.

## **XII. TERMINATION OF POLICY OR INSURED COVERAGE**

1. After the Contract is created, unless otherwise provided in the Contract, the applicant may request to terminate the Contract. If the applicant requests to terminate the Contract, he/she shall fill out a request form for termination of contract and submit the Contract and certification of identity of the applicant.

The Contract shall be terminated when the Company receives the request for termination of contract. The Company shall, within 2 working days from the date of receiving the request for termination, return the partial premium under the Contract in accordance with Section XI.

2. However, if any benefit payment has been received or if any insured event under the Contract has occurred but the benefit has not been paid, the applicant cannot request to terminate the Contract.

## **XIII. CLAIMS PROCEDURE**

### **1. Notice of Insured Event**

The applicant, the Insured, or the beneficiary, upon becoming aware of any insured event, shall promptly (within 5 days) notify the Company. Intentional failure to do so, resulting in inability of the Company to determine the nature, cause, level of damage of such insured event, the Company shall not be obliged to pay the insurance benefit for any part which cannot be determined, unless the Company has been aware of the situation of such insured event through any other means.

The notification of claim can be made via any methods below:

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

The applicant, the Insured, the beneficiary, or family member of the Insured, upon being aware of the occurrence of an insured event, shall take the initiative to collect and retain any evidences to sufficiently prove that the Insured has suffered from an insured event, as well as the condition of injury, in order to provide them to the Company when claiming for insurance benefit.

## **2. Claim and Payment of Benefit**

- a. The beneficiary, as the claimant for benefit, shall fill out the claim application form and provide evidences and documents required for claiming the benefit listed under point 3 of XIII. CLAIM PROCEDURE of the Contract. The claimant shall be obliged to promptly provide the relevant evidences and documents mentioned above.
- b. The Company, upon receipt of the claim application form from the claimant and the above-mentioned evidences and documents, shall verify them within 10 working days, or 20 working days for complicated cases. The Company shall inform the claimant about the status of the claim verification process.

After verification, if it is confirmed to be covered, the Company shall pay the benefit within 2 working days upon reaching an agreement with the claimant on the payment of the Benefit.

After verification, if it is confirmed not to be covered, the Company shall, within 2 working days of the verification, issue a notice of refusal of insurance benefit payment to the claimant by explaining the reasons.

- c. The effective period for the beneficiary to claim the benefit from the Company shall be two years, from the date on which the beneficiary is aware or should have been aware of the occurrence of the insured event.

## **3. Evidences and Documents Required for Claiming Insurance Benefit**

- a. An insurance policy or any other proof of the objective existence of this insurance contract;
- b. Legal and valid identification documents of the claimant;
- c. Evidences and documents proving the fact, nature, and cause of the accident available to be provided by the claimant;
- d. If a representative is appointed to claim the benefit, a power of attorney and identification documents of the representative;
- e. If claiming for any death benefit, the following evidences and documents:
  - 1) a legally effective death certificate of the Insured;
  - 2) a legally effective declaration of death, if the Insured is declared dead due to accidental disappearance;
  - 3) a certificate of de-registration of the Insured;
  - 4) if the benefit is treated as the bequest of the Insured, legal evidences to confirm the heir of the Insured;

- f. If claiming for the disability benefit, certificates of degree of disability or letter of authentication of degree of physical disability issued by a medical institution or authentication institution which is legally qualified in disability authentication.
- g. The Company shall have the right to require additional evidence or documents from the claimant if the provided evidence or documents are not sufficient for verification.

#### **XIV. CONFIDENTIALITY**

All information provided to Us 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 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 Policy shall be construed and governed by the laws of Cambodia.

#### **XVII. GENERAL PROVISIONS**

##### **1. Policy Contract**

This 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 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 Insureds and terminations of insurance for present Insureds 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 Insureds 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 under this Policy, showing the Insured's name, gender, age or date of birth, Sum Insured, the date insurance became effective, the date insurance terminated, changes, with dates noted, Beneficiary(ies) designation and other pertinent information as may be necessary to carry out the terms of this Policy.
- 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 Policy. All documents furnished to You by any Insured in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by Us at all reasonable times.
- e. 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.
- 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 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 coverage for the Insured and return You the premium paid for the coverage of the said Insured.
- b. If the Insured 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.
- c. 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 forms, 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 Coverage**

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

- a. The Policy effective date, or
- 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.

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 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 for this Policy.

7. Clear Explanation and Truthful Disclosure

At the creation of the Contract, the Company shall clearly explain to the applicant the contents of the Contract. For the exclusion clause under the terms and conditions of the insurance, the Company shall, at the creation of the Contract, provide obvious disclosure to the applicant on the application, insurance contract, or other insurance documents.

The Company may make inquiries on the circumstances of the applicant or the Insured, and the applicant shall truthfully notify the Company. If the applicant fails to fulfill the obligation of truthful disclosure as stipulated in the preceding paragraph by intentionally concealing or deceiving the Company, resulting in inability of the Company to decide whether to underwrite the insurance or increase the premium rate, the Company has the right to terminate the Contract and return the partial premium under the Contract in accordance with Section XI.

8. Disappearance

If the Insured disappears within the validity of the Contract and is later declared dead by the court, the Company shall consider this as death due to illness. The Company shall pay the insurance benefit according to under Section V. Point 5. Premium Rate of the Contract.

If the Insured reappears or is confirmed to be alive after the declaration of death, the beneficiary or any other person who have received the benefit shall return it (without interest) to the Company within 30 days after being aware of this.

9. Language

This Contract is written in Khmer, English, and Chinese, and the Khmer version shall prevail in case of any inconsistency.