អង្គរ ជេនេរ៉ាល់ អ៊ិនសួរេន ម.ក

ANGKOR GENERAL INSURANCE PLC.

PUBLIC LIABILITY INSURANCE

POLICY WORDING

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PART 1: DEFINITION

- **Compensation:** means monies paid or agreed to be paid as a result of any judgment, award or settlement for Personal Injury or Property Damage.
- **Employee:** Shall mean any person under a contract of service or apprenticeship with You while working for You in connection with the Business.
- **Insurance Contract**: Refers to a written agreement between the insurer and the insured in which the insurer agrees to accept any specific risk, and in return receives premium paid by the insured.
- **Insured** Refers to a natural person or a legal entity that purchases an insurance policy, and in some cases an insured can be a policyholder as well as an insured person.
- **Insured Business:** means all activities involved in the business specified in the Certificate of Insurance.
- **Limit of Liability**: means the limit of liability as specified in the Certificate of Insurance.
- **Medical Persons**: means qualified medical persons, including but not limited to, medical practitioners, medical nurses, dentists and first aid attendants.
- **Period of Insurance:** Shall mean the period of cover shown on Your Certificate of Insurance, and for any following period for which cover is extended by mutual agreement.
- **Personal Injury** means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury, including loss of consortium or services.
- **Policy Certificate:** Refers to a document issued by an insurance company for a summary of terms, conditions, exclusions and premium which is charged and provided to the Insured.
- **Policyholder:** refers to a natural person or a legal entity who has legal title to an insurance policy.
- **Policy Wording:** It is a legal binding document issued by an insurer stipulating major substance and detailed terms and conditions that are agreed between the insurer and the insured in the insurance contract. This Policy shall be attached with insurance certificate or other related documents.
- **The Company** referred to **ANGKOR GENERAL INSURANCE PLC.**

PART 2: INTEREST INSURED

Public Liability Insurance provides the limit of liability for any third party's bodily injury and/or third-party property damage arising from the insured's operations or premises, as covered under the policy as specified in the Certificate of Insurance.

PART 3: COVERAGE

The Company will indemnity the Insured against:

A. All sums which the Insured shall become legally liable to pay for compensation in respect of:

1. Accidental Bodily injury, including death or illness to any person
2. Accidental Loss of or damage to the third party's property

Occurring during the Period of Insurance in connection with the Business as stated in the Certificate of Insurance, happening within the Territorial Limits.

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B. All costs and expenses of litigation:

1. Recoverable by any claimant against the Insured
2. Incurred with the written consent of the Company

Occurring during the Period of Insurance in connection with the Business as stated in the Certificate of Insurance happening within the Territorial Limits.

PART 4: POLICY BENEFITS

This policy provides coverage to the Insured for legally liability arising from the Insured's operations carried out at the geographical location(s) specified as covered in the certificate of insurance, subject to the limit(s) of liability for one or series of claims arising from a single occurrence during the period of insurance.

ADDITONAL BENEFITS

These extensions benefit hereunder are applicable, subject otherwise to the terms, conditions and exclusions of the Policy:

A. Cross Liability

It is hereby declared and agreed that where there is more than one party named as the Insured in the Certificate of Insurance, this Policy shall apply separately to each such Insured in the same manner and to the same extent as if a waiver of all rights of subrogation against any of these parties.

Provided that the total amount payable in respect of damages shall not exceed the Limits of Liability stated in the Certificate of Insurance.

B. Fire and Explosion

This Policy is extended to cover Your legal liability up to the Limits of Indemnity stated in the Certificate of Insurance for death or bodily injury or loss of or damage to property caused by or in connection with or arising from fire and/or explosion.

C. Tenants' and Occupiers' Liability

This Policy is extended to cover Your legal liability against all sums arising from loss or damage to Premises (or fixtures or fittings thereof) hired, leased, or rented to the Insured.
Provided that:

1. The Premises are specified in the Certificate of Insurance.
2. Liability assumed by the Insured under agreement is excluded unless such liability would have been attached notwithstanding such agreement.

PROVIDED THAT Our liability shall not exceed the Limit of Indemnity stated in the Certificate of Insurance.

D. First Aid Facilities Clause

This Policy extends to cover legal liability of the Insured arising out of provision by the Insured of First Aid Facilities, but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

E. Car Park Liability Clause

This Policy indemnifies the Insured against all sums which the Insured shall become legally liable to pay as compensation in respect of:

1. death, bodily injury or property damage as within defined arising from the use of the "Car Park"

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2. damage to any vehicle within, entering or leaving the "Car Park" or whilst being moved or driven within the "Car Park" by employees of the Insured.

PROVIDED THAT:

i. The term "Car Park" shall be defined as the garage and parking space provided by the Insured at the premises designated in the Certificate of Insurance as "Territorial Limits" for the convenience and use of visitors or residents or guests.

ii. Such a "Car Park" is not used by the Insured for any motor trade purposes.

iii. The Company shall not be liable for any accident caused by or arising out of the driving of cars within the "Car Park" by an employee of the Insured unless such employees hold a license to drive such a vehicle or has held and is not disqualified from holding or obtaining such a license. The term "license" shall mean a license or other permit required by the licensing or other laws or regulations when such vehicle is driven on a road within the meaning of the Law on Land Traffic of Cambodia.

iv. The Company shall not be liable for any claims arising out of or consequent upon any robbery or theft occurring within the "Car Park".

v. Notices in the following terms “Park at Your Own Risk” shall be permanently displayed in prominent positions at the "Car Park" and a similar notice shall appear on every parking ticket issued by the Insured.

PROVIDED THAT Our liability shall not exceed the Limit of Indemnity stated in the Certificate of Insurance.

F. Advertising and Neon Signs

This policy is extended to cover Your legal liability arising out of accidents caused by or through the neon/advertising signs installation on the property of the Insured located anywhere in the Kingdom of Cambodia.
PROVIDED THAT Our liability shall not exceed the Limit of Indemnity stated in the Certificate of Insurance.

G. Goods on Trust

This Policy is extended to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages arising from holding goods on trust.
PROVIDED THAT Our liability shall not exceed the Limit of Indemnity stated in the Certificate of Insurance.

H. Guests’ Effects

This Policy is extended to cover Your legal liability up to the Limits of Indemnity stated in the Certificate of Insurance against all sums arising from loss or damage to Your guests’ personal effects held in Your care custody and control at Your premises.

I. Food and Drinks

This policy extends to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the insured in the business at the situation named in the Certificate of Insurance, but this extended does not cover accidental caused by the effects of alcohol and drugs.

PART 5: PREMIUM PAYMENT

Premium payment is yearly basis, and pro-rata premium charge/refund in case of add/delete during the period of insurance.

Premium warranty is fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by The Company within thirty (30) days from the inception date of this Policy/

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Endorsement/ Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and The Company shall be entitled to the pro-rata premium for the period they have been on risk.

Insured could pay premium within scenarios such as cash, cheque, any app, and/or bank transfer to **ANGKOR GENERAL INSURANCE PLC** 's account.

PART 6: EXCLUSION

This Policy shall not be liable in respect of:

A. INJURY TO EMPLOYEES

Bodily injury to any person under a contract of services or apprenticeship with the Insured if such liability is in respect of bodily injury arising out of and in the course of employment of such person by the Insured or to any member of the Insured's family and any sums payable by the Insured under law/or legislation relating to occupational bodily injury.

B. PROPERTY IN CUSTODY OR CONTROL PROPERTY DAMAGE TO:

1. Property owned by or leased or rented to the Insured; or
2. Property in the physical or legal control of the Insured.

But this exclusion shall not apply to liability for Property Damage to:

i. Premises (including Landlord's fixtures and fittings) which are leased or rented to the Insured;
ii. Vehicles (not belong to or used by or on behalf of the insured) in the physical or legal control of the Insured where such property such occurs whilst any such vehicles are in a car park owned or operated by the Insured. Cover under this exclusion 2 (iii) does not apply if the Insured as part of his business is a car park owner or operator for reward;
iii. Premises (and the contents thereof) not owned, leased or rented by the Insured but temporarily occupied by the insured less than (30) thirty days for work therein but no indemnity is granted for damage to that part of the property on which the insured is working, and which arises out of such work;

C. INSURED'S PRODUCT

Claim arising directly or indirectly out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured, other than goods sold or supplied at or from a canteen provided by the Insured primarily for the use of Employees of the Insured.

D. LOSS OF USE

Loss of Use of tangible property which has not been physically damaged or destroyed, resulting from a delay in or lack of performance, and accidental physical injury to or destruction of the Insured's products after such products have been put to use by any person or organization other than an insured.

E. PRESSURE VESSELS

Claim in respect of bodily injury or property damage arising directly or indirectly from the explosion or collapse of boilers, steam generators, or other vessels under pressure:

1. Owned by The Insured; or
2. In the physical or legal control or used by The Insured and in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder, provided, however that this exclusion does not apply to pressure vessels with a capacity of one cubic meter or less.

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F. CONTRACTUAL LIABILITY

Liability assumed by the Insured under any contract or agreement, except to the extent that such liability would have been implied by law.

G. BUILDING WORK

Claim in respect of bodily injury or property damage directly or indirectly out of or caused by or in connection with the erection, demolition, alteration, and/or addition to buildings by or on behalf of the Insured.

H. PROFESSIONAL LIABILITY

The rendering of or failure to render professional advice or service by the Insured or any error or omission in connection therewith, but this exclusion does not apply to the rendering of failure to render professional medical advice by medical persons employed by the Insured to provide first aid and other medical services on the Insured's premises.

I. VIBRATION

Claim in respect of damage to any land or fixed property arising directly or indirectly from vibration.

J. LIBEL AND SLANDER

Liability arising out of the publication or utterance of a libel or slander.

K. POLLUTION

1. Personal injury or property damage caused by or arising out of the discharge, dispersal, release, or escape of pollutants into or upon land, the atmosphere, or any water course or body of water. Provided that this exclusion does not apply if such discharge, dispersal, release, or escape is sudden, identifiable, unexpected, and unintended and takes place in its entirety at a specific time and place.
2. Any costs and expenses incurred in the prevention, removal, nullifying, or clean-up of such contamination or pollution, provided that this exclusion shall not apply to clean-up, removal, or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in personal injury and/or property damage.

L. FINES AND PENALTIES

Fines, penalties, or liquidated damages, punitive or exemplary, and/or aggravated damages, and/or any additional damage resulting from the multiplication of compulsory damages.

PART 7: GEOGRAPHICAL LIMIT

At the location of risk as specified in the Certificate of Insurance and/or within the compound of the building at the location of risk and/or anywhere in the **Kingdom of Cambodia** in connection with your Business.

PART 8: QUALIFICATION OF CLAIMANTS

Under this Public Liability Insurance policy, the beneficiary and/or the person(s) or entity(ies) lawfully entitled to claim for an accident arising from the Insured's liability that causes bodily injury and/or property damage to a third party shall be compensated by the Company directly to the third party, subject to mutual agreement of the relevant parties under this insurance contract.

In the event that the third party loses his/her life, the company shall pay compensation to the third party's family

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and/or to any beneficiary who is lawfully entitled, as evidenced through official documents issued by the relevant authorities.

PART 9: AMENDMENT

Any amendment or addition to the original insurance policy terms and conditions shall require that both parties provide written notice to each other of such amendment or addition through electronic communication or by sending a written notice to the party requested to amend or add the terms.

Upon receipt of the notice regarding any amendment or addition from the Insured/Policyholder, the Company shall review and notify the Insured/Policyholder of its approval or rejection of the request for such amendment or addition to the policy terms within a period of no more than ten (10) business days from the date of the request.

All amendments or additions shall be valid only if there is a written agreement by the Company and such amendments or additions are stated in the Endorsement.

In case of failure to notify the amendment as mentioned above, the terms of the original insurance contract will apply, and the claim for damages arising from the amendment may be rejected.

PART 10: RENEWAL POLICY

This insurance contract may be renewed, depending on the Company's decision to continue this contract. The Company will send you a renewal notice within thirty (30) days prior to the contract's expiry date, subject to the completion of the risk evaluation and based on the premium rates for insurance coverage that have been determined by the Company. The scope of coverage or the benefits under the insurance policy and/or the terms and conditions of the insurance policy, including the premium, shall be subject to change.

The insured must submit an application for policy renewal prior to the expiry date of the insurance policy. The insurance coverage period shall be renewed in accordance with the renewal instructions signed by the Insured and/or the insured representative, agent, and provided to the Company, or received by the Company, through an authorized letter, direct delivery letter, or email, together with the written approval of the Company.

PART 11: TERMINATION

If the policyholder or the insured intends to terminate this insurance policy, the policyholder or the insured shall provide written notice to the Company at least ten (10) days prior to the intended termination date of the insurance policy.

In the event that the request for termination of the insurance policy is not accompanied by sufficient supporting documents, the Company shall notify the policyholder or the insured of the missing requirements within a maximum of three (3) working days from the date of receipt of the termination request. The Company shall provide written notification to the policyholder or the insured regarding its approval or rejection, together with valid reasons, within a maximum of five (5) working days from the date of receipt of the termination request and complete supporting documents. The Company shall refund the applicable amount within a maximum of fifteen (15) working days from the date of agreement on the termination of the insurance policy. However, the Company may request an extension of the refund period based on reasonable grounds and subject to approval from the Insurance Regulator of Cambodia (IRC).

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In such case, the Company shall refund ninety percent (90%) of the remaining premium. For requests relating to the termination of the insurance policy, if any claim has occurred and the Company has already paid such claim, the Company shall have no obligation to refund the premium for the remaining policy period.

PART 12: CANCELLATION

The Company also has reserved the rights to terminate this policy by sending thirty (30) days noticed inform you as the following causes:

- Unpaid insurance premium after 30 (thirty) days after the insurance contract is valid.
- We find cases of concealment, fraud and/or misrepresentation by the policyholder or the insured.

PART 13: CLAIM

Any decision to settle compensation to third party/ies or any other costs related to the accident must be agreed by The Company.

This policy has the following conditions and procedures for claiming compensation:

a. QUALIFICATION OF CLAIMS PROPOSER

In this insurance contract, the applicant must be a party to the legal policyholder as stated in the insurance certificate or may be a relative of the policyholder with legal documents certifying the recognition from the relevant authorities.

b. PROCEDURES FOR PROVIDING INFORMATION

You, the insured, must notify Company as soon as possible via our 24-hour toll-free emergency hotline or our insurance claim agent regarding any loss or damage that has occurred and may give rise to a claim under insurance policy.

- Please remember that it is very important to notify Company within the prescribed period of twenty-four (24) hours from the date the loss or damage occurred.
- The company will respond to the insured to confirm the notification of the occurred risk by telephone, electronic message, or written letter within no more than twenty-four (24) hours after receiving the notification.
- The company will provide a claim form in the company's prescribed format, along with a list of required documents, to the insured who has suffered loss or damage under the insurance policy, within no more than twenty-four (24) hours after receiving the notification of the insured risk.
- In case the insurance claim submission lacks sufficient documents, or the claim form is not properly completed, the company will notify the claimant in writing or by electronic message, clearly specifying the deficiencies, within no more than three (3) working days from the date the company received the claim submission.
- The company shall not be liable for any loss or damage that is not reported to the company within twenty-four (24) hours after the occurrence of the event that may give rise to a claim.

1. **Provide A Written Notification**

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The Company should be given a written notification by the Insured regarding:

- The event of loss or damage;
- The nature or the extent of loss or damage caused to the property.

2. **Minimize the Loss as much as Possible**

- It is important that the Insured takes all necessary steps required in order to minimize further loss.
- The Insured can take the steps, which are within his/her power to minimize the extent of loss or damage.

3. **Inform the Police Authority**

In the event of loss or damage caused by theft or burglary, the Insured must inform the police authority about this loss immediately.

4. **Do not Admit any Liability**

The Insured shall not repudiate liability, negotiate or make any admission, offer, promise, or payment in connection with any accident or claim without written consent of The Company.

5. **Preserve the Affected Parts/Property**

- In the event of the occurrence, the Company sends a representative, surveyor, or loss adjuster to inspect the situation. The Insured must make sure that affected parts/property are preserved, so they can be made available for inspection.
- The Insured shall not in any case, be entitled to abandon any property to The Company, whether taken possession of by The Company or not.

c. REQUIRED CLAIMS DOCUMENTS OR EVIDENCE FOR CLAIMS

When a claim is made, Insured should provide us the following documents:

1. The Insured must duly fill the Claim Form and submit to The Company. The Claim Form must contain all required information, and all filled information must be true;
2. ID card / Passport of the Insured or legal representative of the Insured;
3. Progress of the construction during the time of loss or damage;
4. Proof of loss or damage to the contract works, construction plant and equipment, property belonging to third party if any;
5. Quotation of repairs to loss or damage caused to the contract works, construction plant and equipment, property belonging to third party if any;
6. Original invoice regarding the repairs of the damaged items or damage to the surrounding property, if any;
7. All necessary documents should be submitted along with the claim to verify the financial loss suffered due to loss or damage;
8. Other supporting documents, if necessary.

***Note:** Loss adjuster will be appointed for huge amount claim (>=USD25,000) or complicated claim. Adjuster report is needed for claim decision making. Loss adjuster fee will be paid by The Company in case they were appointed by us.

d. CLAIMS SETTLEMENT AND PAYMENT TERM

All important documents, as well as required information and evidence, must be provided to the Claims Department as quickly as possible after the accident or damage has occurred.

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全天候理赔团队 | 24/7 CALL CENTER
+855 78 24 24 24 / +855 87 24 24 24
អគារលេខដីឡូតិ៍C, ផ្លូវលេខ១៦៩ ភូមិ១២ សង្កាត់វាលវង់ ខណ្ឌ៧មករា
រាជធានីភ្នំពេញ ព្រះរាជាណាចក្រកម្ពុជា
BUILDING # LAND LOT C, ST. 169, PHUM 12, SANGKAT VEAL VONG,
KHAN 7 MAKARA, PHNOM PENH, KINGDOM OF CAMBODIA.

The company will respond to the claimant in writing regarding the denial or approval of the claim within no more than fifteen (15) business days from the date the company received the claim submission and all required documents.

ANGKOR GENERAL INSURANCE PLC. will make payment of compensation to the claimant within the following timelines:

- Within three (3) working days after the claimant has agreed to accept the insurance compensation for full settlement of the claim; or
- Within the period stipulated in the insurance compensation acceptance agreement between **ANGKOR GENERAL INSURANCE PLC** and the claimant for installment payments.

Compensation will be paid by way of cheque and/or transfer from the bank account of **ANGKOR GENERAL INSURANCE PLC**.

PART 14: CONFIDENTIALITY

All information provided to the Company must be kept confidential, and no personal information shall be disclosed to any third party without prior consent unless it is required or authorized by the applicable laws and regulations.

PART 15: DISPUTE RESOLUTION

For any dispute arising in relation to the conduct of insurance business, the disputing parties may bring the case to the Insurance Regulator of Cambodia (IRC) for mediation before filing a lawsuit to arbitration or a competent court, except a criminal case.

PART 16: LAW AND JURISDICTION

The Policy shall be governed by and interpreted in accordance with the Law of the Kingdom of Cambodia. The jurisdiction is the competent court in the Kingdom of Cambodia.

PART 17: GENERAL CONDITIONS

A. Due Observance

The due observance and fulfillment of the terms provisions and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

B. Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company via electronic means or sent via post to the Company's last known address as specified in the Certificate of

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Insurance.

C. Misdescription

If there be any material misdescription of any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the company shall not be liable upon this Policy so far as it relates to liability affected by any such misdescription, misrepresentation or omission.

D. Changes of Circumstances

If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within one calendar month give notice in writing to the Company and the premium shall thereupon be adjusted for the unexpired period and the difference paid by or allowed to the Insured as the case may be.

E. Reasonable Care

The Insured shall exercise reasonable care that only competent employees are employed that all buildings ways work plant machinery furniture and fittings are sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice, the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accidents as the circumstances may require but so far as practicable. No alteration or repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability to the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

PART 18: COMPLAINT PROCEDURE

APPLICABLE TO ALL SECTIONS

Our commitment is to provide excellent service. If you have a complaint, we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within forty-eight hours (48 hours) and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected.

If you have a complaint, please contact us at:

CUSTOMER SATISFACTION TEAM

HEAD OFFICEANGKOR GENERAL INSURANCE PLC.

Building Lot C Street 169 Phum 12, Sangkat Veal Vong,

Khan 7 Makara, Phnom Penh, Cambodia

Tel: (+855)78 242 424

Email: customerservice@agi.com.kh

If we have not resolved the problem within twelve (12) weeks, You have the right to refer your complaint to:

INSURANCE REGULATOR OF CAMBODIA
MINISTRY OF ECONOMY AND FINANCE
Building # 168 F (6th Floor), Street 598 Sangkat Chraing Chamres 1, Khan Russey Keo Phnom Penh,

Kingdom of Cambodia
Keo Phnom Penh, Kingdom of Cambodia

PART 19: CONTACT INFORMATION

PLEASE CONTACT US AT:

ANGKOR GENERAL INSURANCE PLC.

Building Lot C Street 169 Phum 12, Sangkat Veal Vong,

Khan 7 Makara, Phnom Penh, Cambodia

CUSTOMER SERVICE
Telephone: (+855)78 242 424
Email: customerservice@agi.com.kh

CLAIMS DEPARTMENT (24/7)
Hotline: 1800 20 24 24
Email: claims@agi.com.kh