



អង្គរ ជេនេរ៉ាល់ អ៊ីនស្យូរ៉ង់ ម.ក
ANGKOR GENERAL INSURANCE PLC.

MOTORCYCLE INSURANCE POLICY WORDING

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PART 1: DEFINITION

In this document:

- **Accessories:** refers to the standard factory-fitted tools of the Motorcycle including spare tyres and the like if specified in the Schedule.
- **Acts of terrorism:** refers to an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.
- **Authorized Rider:** refers to any person who rides Your Motorcycle with Your consent or permission provided he or she holds a valid licence of the relevant type and is not disqualified to ride by law or for any other reason.
- **Schedule:** refers to Certificate of Insurance which forms part of this Policy which specifies the Insured, policy number and other details, issued by the Company and as may be amended, supplemented and/or replaced from time to time.
- **Cheat:** refers to whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which actor omission causes or likely to caused damage to harm to that person in body, mind, reputation or property is said to “cheat”.
- **Criminal Breach of Trust:** is defined "Breach of Trust is committed when a person, to the prejudice of other persons, misappropriates funds, valuables or any property that were handed over to him or her and that he or she accepted the subject to condition of returning, redelivering, presenting or using them in specified way."
- **Deductible:** refers to the amount of the claim You will have to pay for each accident. The Deductible is shown in Your Policy Schedule or Certificate of Insurance. The Deductible is sometimes also known as the excess.
- **Endorsement:** refers a clause under which We may change the cover We provide. Any Endorsement which applies to Your Policy is shown in the Schedule.
- **Household:** refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister) staying under one roof with You in the case of Your immediate family.
- **Insured:** refers to the person or entity named in the Schedule as the Insured.
- **Malicious Act** refers to a deliberately harmful act committed by one or more individuals with the intention of causing harm, damaging the insured motorcycle.
- **Malicious:** Act refers to a deliberately harmful act committed by one or more individuals with the intention of causing harm, damaging the insured motorcycle.
- **Market Value:** refers to the cost of replacing Your Motorcycle with one of the same make and model which is in similar condition and age as Yours was, and which is currently available immediately before the date of the loss or accident.
- **Motorcycle:** refers to the motorcycle described in the Schedule and includes the manufacturer's standard options and Accessories fitted to it and any other non-standard options or descriptions that are specifically listed in the Schedule.
- **Period of insurance:** refers to the Period of insurance which Your Motorcycle is insured for under this Policy as shown in the Schedule or certificate of insurance.
- **Policy:** refers to this document together with the Schedule, renewal declarations, endorsements and/or any alteration approved by the Company (whichever applicable).
- **Repairer:** refers to motor repair workshop agreed by Us.

- **Sum insured:** refers to the maximum amount that We will pay for a claim for loss or damage to Your Motorcycle.
- **Third Parties:** refers to anyone else who is not part of this contract and shall not include Your household who sustain physical injury, disability or death in the event of traffic accidents.
- **We/Us/Our/ The Company:** refers to ANGKOR GENERAL INSURANCE PLC.
- **You/Your/Yourself:** means the Policyholder or person described in the Schedule as ‘The Insured’.

PART 2: INTEREST INSURED

The subject matter of this Policy provides insurance against loss or damage to Your Motorcycle, liability to third parties for bodily injury or death and damage to third parties’ property. Subject to the terms, conditions, limitations and exclusions of this Policy.

PART 3: COVERAGE

3.1 SECTION A - LOSS OR DAMAGE TO YOUR MOTORCYCLE

This section spells out what we cover under Section A and is only applicable if You have Comprehensive Cover.

1. We will indemnify you if your motorcycle is damaged or lost in the following circumstances: -
 - (a) by accidental collision or overturning,
 - (b) by collision or overturning caused by mechanical breakdown,
 - (c) by collision or overturning caused by wear and tear,
 - (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
 - (e) by fire, explosion or lightning,
 - (f) by burglary, housebreaking or theft but loss of or damage to Accessories or spare parts is not covered unless Your Motorcycle is stolen at the same time,
 - (g) by malicious act,
 - (h) while in transit i.e being carried from one place to another place (including during loading and unloading) of your motorcycle by road, rail, or inland waterway i.e across a river or canal etc.

2. TRANSPORTATION OF DAMAGED MOTORCYCLE

We will pay You up to a maximum of USD50-00 as Towing Charges for taking Your Motorcycle to either the nearest Repairer agreed by Us or towing the motorcycle by returning it to Your address as shown on the Schedule or towing it to a secure place for it to be garaged, provided Your Motorcycle has been damaged by circumstances described in this section.

3.2 SECTION B - LIABILITY TO THIRD PARTIES

1. The Company shall indemnify the Insured against legal liability for expenses (including all fees, costs and expenses incurred by the claimant) arising from any accident caused by, arising out of, or in connection with the use of the Insured's motorcycle, including the loading onto or unloading from the motorcycle, by the Insured or any authorised driver, up to the amount for which the Insured is legally liable in respect of the risk giving rise to such liability:
 - (a) death or bodily injury to any person except those specifically excluded under this policy up to a maximum of USD5,000-00 any one victim per accident
 - (b) damage to property as a result of an accident arising out of the use of Your Motorcycle up to a maximum of USD5,000-00 any one accident

provided Your Authorized Rider also complies with all the terms and conditions of the Policy that You are subject to.

2. LIMITS OF OUR LIABILITY

Our total liability under Section B(1)(a), B(1)(b) and B(4) in respect of any one claim or series of claims arising out of one event is limited to USD50,000-00.

3. COVER FOR LEGAL REPRESENTATIVES

Following the death of any person covered under this Policy, We will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the Policy.

4. LEGAL COSTS

We will pay legal costs incurred up to a maximum of USD1,500-00 for defence of any charge including the charge of causing death by riding the motorcycle (other than murder) if Our prior written agreement had been secured.

3.3 ADDITIONAL BENEFITS (OPTIONAL)

These benefits *are not applicable unless they are specified in the certificate of insurance or attached thereto.*

1. STRIKE, RIOT, AND CIVIL COMMOTION

In consideration of an additional premium, we hereby agree and declare that the insurance under this Policy shall extend to cover Riot, Strike and Civil Commotion.

Strike, Riot, and Civil Commotion will be covered under the following terms:

- a. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- b. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- c. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- d. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Subject otherwise to the Terms and Conditions of this Policy.

2. FLOOD AND OTHER PERILS

In consideration of the payment of additional premium by You to Us, the following peril(s) is/are deemed to be covered under Section A of this Policy: Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.

Subject otherwise to the Terms and Conditions of this Policy.

3. ACCIDENT TO AUTHORISED DRIVER / PASSENGER

In consideration of the payment of additional premium by You to Us, We undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the insured or the insured Authorized driver/ Passenger(s).

(A) In direct connection with the motorcycle and

(B) Whilst mounting into dismounting from or driving in the motorcycle and caused by violent accidental external and visible means which independently of any other cause (including medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:
 Scale of compensation:

- Death.....USD 5,000.00
- Total and irrecoverable loss of all sight in both eyes.....USD 5,000.00
- Total loss by physical severance at or above the wrist or ankle or both hand or Both feet or of one hand together with one foot.....USD 5,000.00
- Total loss by physical severance at or above the wrist or ankle of one hand or one foot Together with the total and irrecoverable loss of all sight in one eye.....USD 5,000.00
- Total and irrecoverable loss of all sight in one eye.....USD 5,000.00
- Medical Expense up to.....USD 500.00

Payment shall be made under only of sub-section (1) to (6) in respect of any one occurrence and the total liability of the company shall not in the aggregate exceed the sum of USD 5,000.00 during any one period of insurance. Provided always that:

(A) Such driver is not less than 18 or more than 65 years of age at the time of such injury

(B) No compensation shall be payable in respect of death or injury directly wholly or in part arising or resulting from traceable to:

- Intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity
- An accident happening whilst such person is under the influence of intoxicating liquor or drugs.

Subject otherwise to the Terms and Conditions of this Policy.

4. INCLUSION OF LEGAL LIABILITY TO PASSENGER

The cover provides under section A1 (a) of this policy shall apply to death of or bodily to any person being carried in or upon or entering or getting on to or alighting from your motorcycle.

The Limit Liability per death and/or bodily injury is up to a maximum of USD 5,000-00 and USD 50,000-00 in aggregate for any one claim during the period of insurance.

Subject otherwise to the Terms and Conditions of this Policy.

PART 4: POLICY BENEFITS

This policy safeguards you from severe financial loss in the event of an accident, theft, or damage. It covers medical bills, repair costs, and legal liabilities, ensuring you can ride with financial peace of mind.

The core benefits of securing a motorcycle insurance policy include:

- a. Financial Protection Against Damages: Covers the cost of repairing or replacing your motorcycle if it is damaged in a collision, or lost due to fire or theft.
- b. Third-Party Liability: Pays for bodily injury, death, or property damage you may accidentally cause to other people.
- c. Medical and Personal Accident Coverage: Reimburses medical expenses or provides a payout for injuries or disability sustained by you or your passenger during an accident.
- d. Convulsion of nature Coverage: Protects your bike from unexpected losses caused by severe weather events like floods or earthquakes.
- e. No-Claim Discount (NCD): Rewards you with premium discounts upon renewal if you maintain a safe driving record without filing any claims.

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/ 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 doing bank transfer to ANGKOR GENERAL INSURANCE PLC 's account.

PART 6: EXCLUSION

We will NOT pay for any liability under the following circumstances:

6.1 EXCLUSIONS APPLICABLE TO SECTIONS A - LOSS OR DAMAGE TO YOUR MOTORCYCLE

We will NOT pay for:

a) Consequential Losses

The loss of use of Your Motorcycle and Consequential losses of any nature.

b) Depreciation

Depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to Your Motorcycle.

c) Damage to tyre(s)

Damage to Your Motorcycle's tyres unless Your Motorcycle is damaged at the same time.

d) Cheating or Criminal Breach of Trust

Any loss or damage caused by or attributed to the act of Cheating/Criminal breach of trust by any person within the meaning of the definition of the offence of Cheating/Criminal breach of trust.

e) Theft of Accessories or Parts

Loss of or damage to Accessories or spare parts by burglary, housebreaking or theft unless the vehicle is stolen at the same time.

f) Deductible

The Deductible stated in the Schedule. This is the first amount that You have to bear in respect of each and every claim under the Policy.

g) Recognition Date

The failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

6.2 EXCLUSIONS TO SECTION B - LIABILITY TO THIRD PARTIES

The Company shall NOT be liable in respect of:

- a) Death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from Your Motorcycle.
- b) Death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by You or by Your Authorized Rider.
- c) Damage to property belonging to or in the custody of or control of or held in trust by You and/or Your Authorized Rider and/or any member of Your and/or Your Authorized Rider's household.
- d) Liability to any person being carried in or upon or entering or getting on to or alighting from Your Motorcycle (unless he/she is required to be carried in or on Your Motorcycle by reason of or in pursuance of his/her contract of employment with You and/or Your Authorised Rider and/or his/her employer).
- e) Any claims brought against any person, all legal costs and expenses outside the Kingdom of Cambodia.
- f) All passengers, whether ridings pillion or otherwise will not be covered under this insurance.

6.3 GENERAL EXCLUSIONS

a) Unlicensed Riders

There is no cover under this Policy if You or Your Authorised Rider do not have a valid licence to ride Your Motorcycle. This will not apply if You or Your Authorised Rider have an expired licence but are not disqualified from holding or obtaining such licence under any existing laws, by-laws and regulations.

b) Alcohol, Drugs and Other Intoxicating Substances

If You or Your Authorized Rider ride Your Motorcycle whilst under the influence of drink or drug.

c) Unlawful Purpose

- Any loss, damage or liability caused by Your Motorcycle being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to Use by You or by some other person with Your consent.
- Any accident loss damage or liability caused, sustained or incurred whilst Your Motorcycle, in respect of which indemnity is provided by this Policy, is being ridden by any person other than an Authorized Rider or a person riding on Your order or with Your permission.

d) War Risk

If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, Acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.

e) Flood and Other Natural Perils

If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.

f) Use of Racing or Testing

If Your Motorcycle is used for or is being tested in preparation for any motor sport or competition. This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.

g) Failure to take Precaution

If in the event of any accident or breakdown, Your Motorcycle is left unattended without proper precautions being taken to prevent further loss or damage and if Your Motorcycle is ridden in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to Your Motorcycle shall be excluded from the cover granted by this Policy. However, we will cover the loss or damage provided always that you have any appropriate reason about your purpose of leaving the motorcycle unattended or continuing to ride.

h) Use Outside the Kingdom of Cambodia

For any accident loss damage or liability caused sustained or incurred outside of the Kingdom of

Cambodia.

i) Contractual Liability

If any liability attaches by virtue of an agreement but for which We would not have been liable in the absence of such agreement.

j) Nuclear Risk

Any accident loss or damage to any property whatsoever arising directly or indirectly from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

k) Information Technology Clarification Clause

Property Insured damage covered under this Policy shall mean physical damage to the substance of the Property Insured. Physical damage to the substance of the Property Insured shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Policy:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of the Property Insured shall be covered.
- Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

l) Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not

covered by this Policy the burden of proving the contrary shall be upon the Insured.

PART 7: GEOGRAPHICAL LIMIT

Subject to the terms and conditions of the Policy, the Policy shall cover the Interest Insured within the Kingdom of Cambodia.

PART 8: QUALIFICATION OF CLAIMANTS

The nature of the interest of the Insured must be stated to the Company in writing when the Policy is proposed otherwise it shall be presumed that the Insured's interest is that of an absolute owner. Any other interest shall not be deemed to be covered by the Policy until written notice thereof shall be given to and accepted by the Company. Nothing herein contained shall give any right whatsoever against the Company to any person other than the Insured.

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 or 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 our 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, or may not 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 Insured and/or insured representative, agent and provided to the Company, or received by the Company, through an authorized letter, courier delivery, 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).

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

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

A. QUALIFICATION OF CLAIMS PROPOSER

Only you and/or any lender who are a legal financial institution in term of insured vehicle related with any mortgagee that have the rights to receive any compensation from us regarding to all terms and conditions in this policy.

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.

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.

C. REQUIRED CLAIMS DOCUMENTS OR EVIDENCE FOR CLAIMS

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

- a. Completed claim form
- b. Copy of driver's license valid at the time of the breakdown
- c. Copy of vehicle registration
- d. Copy of identification card
- e. Official diagnostic and repair evaluation form
- f. Other relevant documents (if necessary).

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.

D. RESOLUTION AND CLAIMS PAYMENT TERM

All necessary documents, information and proof required must be submitted to claim department as soon as possible after discharged or incident happened.

The Company shall notify the claimant in writing of its decision to reject or approve the claim compensation within no later than fifteen (15) working days from the date the Company receives the claim submission and complete required documents.

ANKGOR GENERAL INSURANCE PLC. will pay compensation to claimant by following deadline:

- In period 03 (three) working days after claimant confirms accepting compensation for the full payment, or
- In period like stated in compensation agreement between Angkor General Insurance and the claimant for the payment of insurance claims in stages.

Claims Payment will be made by cash, cheque, and/or bank transfer from ANGKOR GENERAL INSURANCE PLC 's bank account.

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 Insurance Regulator of Cambodia 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

17.1 GOVERNING LAW

The Policy shall be construed, and any dispute in respect of the Policy shall be determined in accordance with the laws of the Kingdom of Cambodia.

17.2 SUBROGATION

We shall be entitled if We so desire to take over conduct at Our own expense in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damage or otherwise. We shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.

17.3 OTHER INSURANCE

You must give Us a written notice if You have any other insurance covering Your Motorcycle. If at the time any claim arises under this Policy, there is any other existing Policy covering the same loss damage or liability, We shall only pay Our rateable proportion of any loss damage compensation costs or expenses. However, nothing in this Condition shall impose on Us any liability from which We would not have been subject to.

17.4 OTHER MATTERS

This Policy will only be operative if:

- a) Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- b) You have taken all reasonable precautions to maintain Your Motorcycle in an efficient roadworthy condition.
- c) You have taken all reasonable precautions to safeguard Your Motorcycle from loss or damage.
- d) You must grant Us free access at all reasonable times to examine Your Motorcycle.

17.5 NO-CLAIM DISCOUNT

If no claim is made or arises from Your Policy and provided Your Motorcycle is insured with Us for a continuous period of 12 months in each of the following instances, You are entitled to a No-Claim-Discount on renewal of Your Policy as follows:

<u>Period of Insurance</u>	<u>Discount</u>
After the first year of Insurance	10%
After the second year of Insurance	15%
After the third or more years of Insurance	20%

If at the time of a claim the No-Claim-Discount is 15% or 20%, the No-Claim-Discount shall be reduced to 10% or 15% respectively at the next renewal of the Policy; if the No-Claim-Discount is 10% or less, then the whole No-Claim-Discount shall be rescinded at the next renewal of the Policy.

If more than one claim is made during any one Period of Insurance, the entire No-Claim-Discount shall be rescinded at the next renewal of the Policy irrespective of the percentage earned.

If We agree to a transfer of interest in this Policy the period during which the interest was in Your name, shall not accrue to the benefit of the new owner.

If more than one Motorcycle is described in the Schedule the No-Claim-Discount shall be applied as if a separate Policy had been issued in respect of each such Motorcycle.

17.6 AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

1. In the event that We are liable to pay any monies as a result of the said Legislation or Agreement which We would not otherwise have been liable to pay, You shall repay to Us such monies paid by Us.
2. In the event that an Own Damage claim has been paid a Third Party Property Damage claim has also been made, You are required to surrender and/or return any sums paid to You back to Us, failing which We are entitled to recover the said sums paid and any consequent cost, fees or expenses incurred.

17.7 DUE OBSERVANCE

The due observance and fulfilment of the terms conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

17.8 MEANING

This Policy and the Schedule shall be read together as one contract, any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

17.9 SEVERABILITY

In the event any term or condition of this Policy is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

17.10 HIRE PURCHASE AGREEMENT

It is understood and agreed that the finance company named in the Schedule of this Policy (Hereinafter referred to as the owners) are the owners of the motor vehicle and that the motor vehicle is the subject of the hire purchase agreement made between the owners of the one part and the insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss damage is not made good by repair reinstatement or replacement) under Section A of this Policy shall be made to the owners as long as they are owners of the motor vehicle and their receipt shall be a full and final discharge to the

Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the hire purchase agreement to the contrary this Policy is issued to the insured named the Schedule of this Policy as the principal party and not as agent or trustee for the owners and nothing herein shall be construed as constituting the insured an agent or trustee for the owners or as an assignment (whether legal or equitable) by the insured to the owners of his rights benefit and claims under this Policy. It is lastly understood and agreed that the insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.
Subject otherwise to the Terms and Conditions of this Policy.

PART 18: COMPLAINT PROCEDURE

APPLICABLE TO ALL SECTIONS

Our commitment is to provide an 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 OFFICE ANGKOR GENERAL INSURANCE PLC.

Building #Land Lot C, St.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

PART 19: CONTACT INFORMATION

PLEASE CONTACT US AT:

ANGKOR GENERAL INSURANCE PLC.

Building #Land Lot C, St.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