អង្គរ ជេនេរ៉ាល់ អ៊ិនសួរេន ម.ក

ANGKOR GENERAL INSURANCE PLC.

CONTRACTOR'S ALL RISKS INSURANCE POLICY WORDING

ទំនាក់ទំនង២៤ម៉ោង
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.

TABLE OF CONTENTS

PART 1: DEFINITION 3
PART 2: INTEREST INSURED 4
PART 3: COVERAGE 4
PART 4: POLICY BENEFITS 7
PART 5: PREMIUM PAYMENT 8
PART 6: EXCLUSION 8
PART 7: GEOGRAPHICAL LIMIT 12
PART 8: QUALIFICATION OF CLAIMANTS 12
PART 9: AMENDMENT 12
PART 10: RENEWAL POLICY 13
PART 11: TERMINATION 13
PART 12: CANCELLATION 14
PART 13: CLAIM 15
PART 14: CONFIDENTIALITY 17
PART 15: DISPUTE RESOLUTION 17
PART 16: LAW AND JURISDICTION 17
PART 17: CONDITIONS APPLICABLE TO ALL SECTIONS 18
PART 18: COMPLAINT PROCEDURE 19
PART 19: CONTACT INFORMATION 19

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

PART 1: DEFINITION

- **Contract:** The agreement under which the Contract Works are undertaken.
- **Contract Value:** The awarded value of the Contract Works including the value of Free Issue Materials and all other costs associated with the completion of the Contract.
- **Contract Works:** The permanent works undertaken in the performance of the Contract and allocated to or incorporated in the works.
- **Contractor:** The party undertaking the Contract Works on behalf of the Employer.
- **Deductible/ Excess:** The first amount of the total value of the incurred expense for which the insured person is responsible.
- **Employee:** Any person under a contract of service or apprenticeship with the Contractor.
- **Employees Effects:** Tools and personal effects belonging to Employees but not motor vehicles, precious metals or stones, watches, jewellery or money.
- **Employer:** The party on whose behalf the Contract Works are undertaken (other than a director partner or Employee of the Contractor).
- **Free Issue Materials:** Materials supplied by the Employer or their agents for which the Insured is responsible under the terms of the Contract and for which the value has been declared to the Insurers.
- **Insured Person:** Refers to a natural person or legal entity that owns a construction project, construction company, contractor and subcontractor.
- **Period of Insurance:** This means that even if there is a date that is contrary to what is stated in the insurance certificate, The Company's liability will start when construction begins or after the construction equipment is placed as specified in the insurance certificate. The Company's liability will expire when any part of the Guaranteed Construction is delivered or put into operation
- **Plant and Machinery:** All machineries and plants specified in the Schedule. This insurance applies whether the insured property is at work or at rest or is undergoing cleaning or overhauling or is in transit by road or rail or whilst on/off-roll of ferries on inland water crossing.
- **Territorial Limits:** Means the area of the Kingdom of Cambodia.
- **The Company** referred to **ANGKOR GENERAL INSURANCE PLC.**

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

PART 2: INTEREST INSURED

SECTION 1- PROPERTY DAMAGE:

This insurance contract is designed to fulfill the obligations of the insurance available to the insured under the terms of the construction contract. This insurance contract insures the work process to be executed in accordance with the total contract value, construction materials or Items supplies by the principal(s), Contractor's Plant and Machinery, Removal of Debris, Professional Fees (Architecture and Engineering) and Principal's exiting property or property belonging to or held in care custody or control by the Insured who is transported to the site and the site liability which complies with Construction contract during the period of insurance in accordance with the terms and conditions of this insurance contract.

SECTION 2- THIRD PARTY LIABILITY:

a. Limit of liability for any one Accident.

b. Total Limit of liability in the aggregate or in Policy period.

PART 3: COVERAGE

SECTION 1- PROPERTY DAMAGE:

The Company hereby agreed with the Insured that if at any time during the period of cover, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, The Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule.

The Company will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefore has been entered in the Schedule.

SPECIAL CONDITIONS APPLICABLE TO SECTION 1

MEMO 1 - Sum Insured:

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than: -

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

- **For Contract Works**: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principle;
- **For Construction Plant, Equipment and Construction Machinery**: the replacement value of construction plant, equipment and construction machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and same capacity; and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by The Company.
- **Average**: If, in the event of loss or damage, it is found that the sums insured are less than the amount required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item are subject to this condition separately.

MEMO 2 - Basis of Loss Settlement:

In the event of any loss or damage the basis of any settlement under this Policy shall be:

- in the case of damage which can be repaired - the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- in the case of a total loss - the actual value of the items immediately before the occurrence of the loss less salvage.

The Company will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in **(b)** above. All the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

The cost of any provisional repairs will be borne by The Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and or improvements shall not be recoverable under this Policy.

MEMO 3 - Additional Benefits:

Extra charges for overtime, night work, work on public holidays express freight are

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

covered by this insurance only if previously and specially agreed upon in writing.

SECTION 2- THIRD PARTY LIABILITY:

The Company will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon:

a. Accidental bodily injury to or illness of third parties (whether fatal or not);

b. Accidental loss of or damage to property belonging to the third parties

Occurring in direct connection with the construction or erection of the items insured under **Section 1** and happening on or in the immediate vicinity of the site during the period of cover.

In respect of a claim for compensation to which the indemnity provided herein applies, The Company will in addition indemnify the Insured against:

a. All costs and expense of litigation recovered by any claimant from the Insured, and

b. All costs and expenses incurred with the written consent of The Company provided always that the liability of The Company under this section shall not exceed the limits if indemnity stated in the Schedule.

SPECIAL CONDITIONS APPLICABLE TO SECTION 2

a. No admission, offer promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of The Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as The Company may require.

b. The Company may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) in respect of such accident under this section.

PART 4: POLICY BENEFITS

SECTION 1- PROPERTY DAMAGE:

Loss of or damage to the Contract Works described in the Schedule anywhere in the Territorial Limits occurring during the Period of Insurance:

a. Transit

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

While in transit other than by sea or air to and from the contract site (including incidental storage for a period not exceeding 14 (fourteen) days) from the commencement of loading on to transport vehicles until the completion of unloading at the destination.

b. Contract Site

At the contract site until:

i. the issue of a certificate of completion or taking over certificate or

ii. the completion of construction or

iii. until taken into use

whichever is the earlier and for a further 14 (fourteen) days period where the Contractor is required to insure under the terms of the Contract.

c. Maintenance and Repair

During the maintenance or defects liability period:

i. from a defect originating prior to the commencement of this period or

ii. caused by the Contractor in the course of any operations they carry out at the contract site for the purpose of remedying any defects in the Contract Works or otherwise fulfilling the maintenance obligations under the terms of the Contract.

SECTION 2- THIRD PARTY LIABILITY:

The liability of the Insurers shall not exceed:

a. the Limit of Liability shown in the Schedule, and in addition

b. any amounts shown in the Extensions in respect of any one accident or series of accidents arising from one occurrence of loss or damage.

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. Where the premium payable pursuant to this warranty is received by an authorized agent of The Company, the payment shall be deemed to be received by The Company for the

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on The Company. Subject otherwise to the terms and conditions of this Policy.
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

SPECIAL EXCLUSIONs TO SECTION 1

The Company shall not, however, be liable for:

a. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

b. consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;

c. loss or damage due to faulty design;

d. the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;

e. wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;

f. loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubricant or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;

g. loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;

h. loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;

i. loss or damage discovered only at the time of taking an inventory.

j. Penalties under contract for delay non-compliance or consequential loss of any kind whatsoever.

k. Loss of or damage to any Mechanically propelled vehicle: other than a mechanically propelled vehicle which during the period of insurance is used solely on the Contract

ទំនាក់ទំនង២៤ម៉ោង
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.

Site or any other such vehicle whilst it is being used on the Contract Site as a tool of trade and which forms part of the insured property under Item 1 of the Schedule.

l. Loss of or damage to existing property of the principal in which or on which the contractor is or has been working, unless it is specifically included in the contract works value and agreed by The Company.

SPECIAL EXCLUSIONs TO SECTION 2

The Company will not indemnify the Insured in respect of:

a. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

b. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under **Section 1** of this Policy;

c. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);

d. liability consequent upon

1. bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under **Section 1**, or members of their families;

2. loss of or damage to property belonging to or held in care, control of the Contractor (s), the Principal(s) or any other firm connected with the project which or part of which is insured under **Section 1**, or an employee or workman of one of the aforesaid;

3. any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;

4. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

GENERAL EXCLUSIONS

The Company will not indemnity the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by:

a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;

b. nuclear reaction, nuclear radiation or radioactive contamination;

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

c. willful act or willful negligence of the Insured or of his representatives;

d. cessation of work whether total or partial. In this case, The Company will cancel the policy and refund to the insured 90% of the remaining premium.

e. Institution Cyber Attack Exclusion Clause (CL 380)

1. Subject only to Clause **2** below, in no case shall this insurance cover loss, damage, liability, or expense directly caused by, or contributed to by, or arising from, the use or operation, as a means for inflicting harm, of any computer system, computer software program, malicious code, computer virus or process or any other electronic system.

2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause **1** shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

f. Terrorism Exclusion Clause (NMA 2921)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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 insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

g. Political Risks exclusion clause: Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated, seizure or destruction under quarantine or customs regulation"

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 the above.

If the underwriters allege that by reason of this exclusion, any loss damage, cost of expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

h. Sanctions Limitation and Exclusion Clause (LMA3100)

The Company shall not be deemed to provide cover and not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations or the European Union, United Kingdom or United States of America.

i. Asbestosis

j. Infectious Disease Covid-19 and Other Pandemics Exclusion Clause

k. Any liability for loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

1. Pollution or contamination which itself results from a contingency hereby insured against.

2. Any contingency hereby Insured against which itself results from pollution or contamination.

PART 7: GEOGRAPHICAL LIMIT

Construction site – anywhere within the Kingdom of Cambodia.

PART 8: QUALIFICATION OF CLAIMANTS

In this policy, the beneficiary or the claimant must be the party of the policyholder as stated in the policy schedule or the legitimate beneficiary of the policyholder/The Insured person.

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

Our Company would pay compensation to the third party directly in terms of claims regarding to have any agreement from related party in this policy.

In terms of has any death of insured and/or third party, we would pay compensation to relative of insured, third party and/or any beneficiary who authorized with related formal documentation.

PART 9: AMENDMENT

- Now this Policy of insurance witnesses that subject to the Insured having paid to The Company the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed heron The Company will indemnify the Insured in the manner and to the extent hereinafter provided.
- All Terms, Exclusion and Conditions contained herein or endorsed hereon are incorporated in and form part of this policy and are to be deemed conditions precedent to any liability on the part of The Company so far as they relate to anything to be done or complied with by the Insured.
- Sum Insured (usually referred to as the “total contract value”) of the completed works including materials, salaries, transport, custom duties and taxes, plus the value of any material or labor supplied by the principal. During the course of construction, the Insured is obliged to advise The Company immediately of any change in the Sums Insured. Upon completion of the project, the final total investment is declared, making it possible to adjust the provisional premium that was initially charged on the basis of the anticipated total contract value.
- If, in the event of loss or damage, it is found that the Sums Insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item are subject to this condition separately.

PART 10: RENEWAL POLICY

The policy shall expire on the date specified in the Schedule.

The period of insurance shall be renewed only upon the instruction to renew signed by the insured’s authorized representative or duly authorized insurance agent or broker shall have been given to The Company, received by The Company by letter, courier, hand delivery or

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

via email and that The Company have consented to the same in writing.

The coverage or benefits under the policy and/or the term and conditions of the policy, including but not limited to premium may be subject to change.

PART 11: TERMINATION

The Company also has reserved the rights to terminate this policy as the following causes:

- The Insured undertakes that Premium will be paid in full to The Company within thirty (30) days of inception of this Policy. If the Premium due under this Policy has not been paid to The Company by 30 (thirty) days from the inception of this Policy, The Company shall have the right to terminate this Policy by notifying the Insured in writing.
- Notification of termination shall be delivered in writing, either by email or post by registered post. Proof of sending or posting of such notice of termination will be sufficient proof of notification. If the Insured has notified The Company of any Claim prior to or at the same time as The Company providing such notice of termination, the Premium will be deemed to be fully earned at termination. Otherwise, The Company will return to the Insured 90% (ninety percent) of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of termination.
- In case of Termination is submitted with not enough supporting document, company shall notify to Insured about the pending document within 3 working days. Company shall inform insured of approval or rejection of termination request form in written letter with reasonable within 5 working days. Company shall return premium to insured within 15 working days, starting from the date of termination.

PART 12: CANCELLATION

This Policy can be cancelled, unless the Insured releases a letter, which states that the contract/project is completed before the expiry of the Policy. In this case, The Company will return to the Insured 90% (ninety percent) of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of cancellation provided that no claims have been made during the current policy year.

In the event of:

(a) The cancellation of any contract by the principal or

(b) Withdrawal from any contract by the Contractors or

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

(c) Stoppage of construction work by the Contractors occasioned by any cause other than **(a)** and **(b)** above for a period of there or more than thirty (30) consecutive days then this insurance will cease in respect of the contract concerned and the premium will be adjusted in accordance with a 10 (ten) days' notice shall be given to The Company in advance if the insured wishes to cancel the insurance before expiry date. Based on reasonable grounds, the insurance Company will refund the insured 90% (ninety percent) of the remaining premium.

In case of requesting to cancel the insurance after the risk occurred and the Company has already paid the claim, the insurance Company shall not refund the insurance premium for the remaining period.

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

In case of incident happen, Insured shall:

1. Immediate Notification to The Company

- The Insured must notify The Company immediately via our 24hours hotline or broker on the happening of any loss or damage, which can give rise to a claim under this Policy.
- Please kindly note that it is important to notify The Company within a stipulated time frame 15 (fifteen) days from date of happening of any loss or damage.
- In case Insured or claimant not providing enough document or not correct claim form completion, company shall notify insured or claimant with written letter or via email to clarify pending point within 3 working days, starting from the date of receiving claim reques form.

2. Provide A Written Notification

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

ទំនាក់ទំនង២៤ម៉ោង
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 event of loss or damage;
- The nature or the extent of loss or damage caused to the property.

3. **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.
4. **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.
5. **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.
6. **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;

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

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 PAYMENT TERM

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

Company shall inform claimant about whether approval or rejection of claim request form in written letter within 15 working days, starting from the date of receiving claim request form with enough document.

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

- In period 3 (three) working days after claimant confirms to accept compensation for the full payment, or
- In period like stated in compensation agreement between Angkor General Insurance and the claimant.

2. Claims Payment will be made by cash, cheque, and/or bank transfer from ANGKOR GENERAL INSURANCE 's bank account.
3. In the event that there is no cooperation from the policyholder and / or insufficient documents related to the compensation process, The Company will not be responsible for settling the claim.

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

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

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: CONDITIONS APPLICABLE TO ALL SECTIONS

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 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 Policy Schedule.

c. **Reasonable Precaution:** The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of The Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers 'recommendations.

d. **Material Change:**

1. Representatives of The Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of The Company with all details and information necessary for the assessment of the risk.
2. The Insured shall immediately notify The Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

   No material alteration shall be made or admitted by the Insured whereby the risk is

24/7
ទំនាក់ទំនង២៤ម៉ោង
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.

increased, unless the continuance of the insurance be confirmed in writing by The Company.

e. **Contribution:** if at the time any claim arises under the Policy there be any other insurance covering the same loss, damage or liability the insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

f. **Fraud:** if any claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any action on his behalf to obtain any benefits under this Policy, or if a claim is made and rejected and no action or suit is commend within 3 (three) months after such rejection or, in case of arbitration taking place as provided herein, within 3 (three) months after the Arbitrator have made their award, all benefit under this Policy shall be forfeited.

g. **Subrogation:** The Insured shall at the expense of The Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by The Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which The Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by The Company.

h. **Other Insurance:** if at the time any claim arises under the Policy there by any other insurance covering the same loss, damage or liability The Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

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 OFFICEANGKOR GENERAL INSURANCE PLC.

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.
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

ទំនាក់ទំនង២៤ម៉ោង
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.