អង្គរ ជេនេរ៉ាល់ អ៊ិនសួរេន ម.ក

ANGKOR GENERAL INSURANCE PLC.

CONTRACTOR'S BOND INSURANCE POLICY WORDING

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BUILDING # LAND LOT C, ST. 169, PHUM 12, SANGKAT VEAL VONG,
KHAN 7 MAKARA, PHNOM PENH, KINGDOM OF CAMBODIA.

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PART 1: DEFINITION

- **Advance Payment Bond:** is a guarantee, supplied by the party receiving an advance payment (Contractor), to the party advancing the payment (Employer beneficiary of the guarantee). It provides that the advanced sum will be returned if the agreement under contract, which the advance was made, cannot be fulfilled.
- **Bond Value:** refers to the amount of bond to be insured.
- **Contract:** means the Contract between the Contractor and the Employer referred to in the Insurance Certificate/ Policy Schedule.
- **Contractor:** is also known as principal and refers to the primary entity or person who will be doing the work.
- **Contract Value:** refers to amount of the contract, but it may not be the same as the Bond Value.
- **Employer:** is also known as the beneficiary of Contractor's Bond. They might be the project owner, government agency, etc. They benefit from the Contract Bond because they will receive the Surety's payment following a successful claim on the Contract Bond.
- **Insurance Certificate:** refers to document issued by an insurance company to certify the fact that an insured has purchased insurance from such insurance company.
- **Insured:** refer to a natural person or a legal entity that purchases an insurance policy, and in some cases an Insured can be a policy owner as well as an insured person.
- **Insurance Policy:** 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. Insurance Policy shall be attached with insurance certificate or other related documents.
- **Obligation:** is what the Contractor must do to fulfil their duties under a contract they have entered into. Obligation is explicit in the Contract Specification between the Contractor and Employer.
- **Performance Bond**: refers to contract guarantee, in which the Surety undertakes to pay damages to Employer if there is a breach of the Contract. Performance Bond issued by Surety reassures Employer that the Contractor will perform in accordance with the Contract.
- **Period of Insurance/Bond Period:** 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. And the Company's liability will expire when any part of the Guaranteed Construction is delivered or put into operation.
- **Surety/Company:** refers to the Insurance Company □ **ANGKOR GENERAL INSURANCE PLC** that assumes legal liability of the Contractor when the Contractor failures

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to meet their obligations under the Contract or to delivery on the level of performance specified in the agreement.

PART 2: INTEREST INSURED

Our Company will insure to:

a. Advance Payment Bond Value as stated in the contract.
b. Performance Bond Value as stated in the contract.

PART 3: SCOPE OF COVER

SECTION I: ADVANCE PAYMENT BOND

THIS ADVANCE PAYMENT BOND is made as a deed BETWEEN the following parties whose names and registered offices are set out in the Insurance Certificate/Policy Schedule to this bond:

1. By a Contract [*Project Name*] entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Insurance Certificate/Policy Schedule the Contractor has agreed with the Employer to execute works [*Work Description*] upon and subject to the terms and conditions therein set out.
2. The Employer has agreed to pay the sum set out in the Insurance Certificate/Policy Schedule as an Advance Payment to the Contractor pursuant to the Contract.
3. The Surety has agreed with the Employer at the request of the Contractor to guarantee the application of the Advance Payment by the Contractor in the performance of its obligations under the Contract upon the terms and conditions of this Advance Payment Bond subject to the limitation set out in Clause 2 below.

NOW THIS DEED WITNESS as follow:

1. The Surety, subject to the provisions of this Advance Payment Bond, guarantees to the Employer that if in breach of the Contract the Contractor shall fail to apply the Advance Payment in the execution of the Works the Surety shall satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of and by reference to the Contract and taking into account all sums due or to become due to the Contractor.
   1.1 The maximum aggregate liability of the Surety and the Contractor under this Advance Payment Bond shall not exceed the sum set out in the Insurance Certificate/Policy Schedule [*Bond Value*] as reduced in accordance with Clause 2 below but subject to

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such limitation and to Clause 4 below the liability of the Surety shall be co-extensive with the liability of the Contractor under the Contract in respect of the Advance Payment.

2. The Bond Value shall be automatically reduced by the value of the Works (as determined in accordance with the Contract) executed by the Contractor and each certificate issued under the Contract in respect of such value shall be conclusive for the purposes of this Bond.
3. The Surety shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release, reduce or affect the liability of the Surety under this Advance Payment Bond.
4. Whether or not this Advance Payment Bond shall be returned to the Surety, the obligations of the Surety under this Advance Payment Bond shall be released and discharged absolutely upon the expiry (as defined in the Insurance Certificate/Policy Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Surety before Expiry.
5. The Contractor, having requested the execution of this Advance Payment Bond by the Surety, undertakes with the Surety (without limitation of any other rights and remedies of the Employer or the Surety against the Contractor) to apply the Advance Payment in discharge of the obligations on its part set out in the Contract.
6. This Advance Payment Bond and the benefit thereof shall not be assigned without the prior written consent of the Surety and the Contractor.

SECTION II: PERFORMANCE BOND

1. By this Performance Bond, we [*Contractor's Name*] (Contractor) with registered office at [*Registered Office of Contractor*] (hereinafter referred to as "the Contractor", and [*Name of Insurance Company*] (Insurance Company) with registered office at [*Registered Office of Insurance Company*] (hereinafter referred to as "the Surety"), bind ourselves, our successors and assigns jointly and severally as follows.
2. Whereas the Contractor and [*Name of Employer*] (Employer) with registered office at [*Registered Office of Employer*] (hereinafter referred to as "the Employer"), have entered into a contract dated [*Date which Contractor and Employer signed the Contract*] bearing identification no. [*Contract No.*] (hereinafter referred to as "the Contract").

Whereas the Contract includes [*Work Description*] (hereinafter referred to as "the Work").
Whereas at the request of the Contractor, the Surety has agreed to issue a Performance Bond to the Employer in lieu of the amount of USD [*Bond Value*] (*amount in words*) for the due performance of the Works. Now therefore, this Performance Bond witnesses that:

1. This Performance Bond is supplemental to the Contract mentioned above.

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2. Subject to Clause 6 below, if the Contractor shall in any respect fail to execute the Works in conformity with the Contract, then the Surety shall indemnify the Employer for the amount claimed as loss or damage sustained by the Employer due to the default by the Contractor up to the maximum amount of USD [*Bond Value*] (*amount in words*) after the Employer's written demand, notwithstanding any contestation or protect by the Contractor but provided always that:
   a. Such demand in accompanied by a written statement by the Employer or his authorized representative indicating those obligations of the Contractor under the Contract in relation to the Works in respect of which the Contractor is in default and copies of written notices from the Employer or his authorized representative to the Contractor inviting attention to such defaults and notice to the Contractor stating the intention of the Employer to make a claim under this Performance Bond and a statement showing the basis for the amount claimed; and
   b. The total of all partial demands so made shall not exceed the above-mentioned sum of USD [*Bond Value*] (*amount in words*) and the Surety's liability to pay the Employer as aforesaid shall correspondingly be reduced proportionate to any partial demand having been made as aforesaid.
3. This Performance Bond shall be valid from the date of issue until [*Date of Expiry of Performance Bond*] or such extended [*Date of Extension of Performance Bond*] as agreed between the Employer and the Contractor with the concurrence of the Surety (hereinafter referred to as "the Bond Period"). This Performance Bond shall not be cancellable during the Bond Period (Except as provided in Termination of the Policy below). Claims, to be effective, must be received within [*pre-agreed period of claim notification*] days after the expiry of the Bond Period.
4. The validity of this Performance Bond shall not be affected by any alteration in the terms of the Contract or any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract when made by the Employer or Contractor with due notice to the Surety.
5. The payment by the Surety of any amount to the Employer in terms of this Performance Bond will not extinguish the liability of the Contractor to the Employer in accordance with the conditions of the Contract. However, in respect of the amount paid by the Surety, the right of recovery of the Employer against the Contractor will be subrogated to the Surety and the Employer shall extend fullest cooperation at the cost of the Surety, to pursue recovery from the Contractor out of amounts due to the Contractor for work done and/or by other means.
6. The Surety shall have the right to employ another contractor acceptable to the Employer to make good the deficiencies or defaults in performance by the Contractor and in that event the Employer shall not make a call for payment under this Performance Bond. The Surety will select a contractor of good standing for this purpose and the Employer shall not unreasonably withhold his consent to such new contractor undertaking the work of making good the deficiencies or defaults in the Works of the Contractor.

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7. This Guarantee Bond and the benefit thereof shall not be assigned without the prior written consent of the Guarantor and the Contractor.
8. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of the Contracts (rights of Third Parties) Act or otherwise, by any person not a party to it.

PART 4: POLICY BENEFITS

Advance Payment Bond and Performance Bond:

Contractor:

- It can help the Contractor secure his/her performance and other contract-related obligations without having to provide tangible or collateral security, so this can free up his/her working capital, enhance his/her liquidity and allow him/her to take on new projects.
- It can increase customer's confidence of the Contractor.

Employer:

- In the event of the Contractor default or inability to perform, the Surety will fulfill the Contract and complete the remaining contract works.
- It will cover the Employer when he/she advances the Contractor money to pre-purchase equipment or establish a site.

PART 5: PREMIUM PAYMENT

Premium warranty is fundamental and absolute special condition of this contract of Insurance that the premium due must be paid one time only and received by The Company within 30 (thirty) days from the inception date of this Policy and Endorsement. 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 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: GENERAL EXCLUSIONS

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The Indemnity by this Policy shall not apply to nor include:

1. Fraudulent Claims Clause (LMA 5062).
2. Sanctions Limitation and Exclusion Clause (LMA 3100).
3. Terrorism Exclusion Endorsements (NMA 2921).
4. Institution Radioactive Contamination, Chemical, Biological, Biochemical, and Electromagnetic Weapons Exclusion Clause (CL 370).
5. Institution Cyber Attack Exclusion Clause (CL 380).
6. War and Civil War Exclusion Clause (NMA 464).
7. Political Risks Exclusion Clause.
8. Infectious Disease Covid-19 and Other Pandemics Exclusion Clause.
9. Natural Catastrophe Risks: This insurance does not cover any loss resulting from Damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely: Earthquake, volcanic eruption, landslip, landslide, Hail, Windstorm, Typhoon, hurricane, tornado, cyclone and flood.

PART 7: GEOGRAPHICAL LIMIT

Means the area of 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 or the Insured person.

PART 9: AMENDMENTS

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.

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The Company reserves the right to amend the terms and conditions of the Policy by giving thirty (30) days prior notice in writing by registered letter, courier, or hand delivery or via email to the Insured's last known address or email address in the Company's records, and such amendment will be applicable from expiry date of the said thirty (30) days' notice.

No alteration or change to the Policy shall be valid unless the same is signed or initiated and approved by an authorized representative of the Company and such approval is endorsed thereon.

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 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

Our 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 30 (thirty) days of inception of this Policy. If the Premium due under this Policy has not been paid to the Company by the 30th (thirtieth) day 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% of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of termination.

PART 12: CANCELLATION

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This Policy can be cancelled, unless the Employer 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% 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

(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.

(d) 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

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

A. QUALIFICATION OF CLAIMS PROPOSER

In this insurance contract, the applicant must be a party to the legal insured or policyholder as stated in the insurance certificate or legal representative of the policyholder with specify documents.

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 24 hours hotline number or broker on the happening of any loss or damage, which can give rise to a claim under this Policy.

2. Provide Proof of Loss

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In the event of claim, the insured must provide the written proof of loss attached with other necessary documents to The Company not later than 12 (twelve) months after the discovery of loss.

3. Provides Corporation

In the event of claim, the insured must corporate with The Company and the appointed representative of The Company in all matters pertaining to any loss that have been notified.

C. REQUIRED CLAIMS DOCUMENTS OR EVIDENCE FOR CLAIMS

It is very important that an Insured follows the right steps to properly advance a claim under a bond. The Insured should carefully review the wording of the bond under which the claim is made and comply with the requirements set out in the bond itself.
When a claim is made, Insured should provide us the following documents:

1. A completed Claim Form. The Claim Form must contain all required information, and all information filled must be true;
2. A complete copy of the contract between the owner and contractor with respect to the subject project;
3. Copies of change orders issued with respect the contract;
4. Copies of all progress billing with respect to the contract;
5. A summary of all payments made including the date of each payment;
6. An up-to-date summary of the contract accounting between the owner and principal;
7. All evidence in connection with the termination of the contract or the declaration of default confirming that it was done in accordance with the term of the contract;
8. Copies of any claims for a lien or written notices of claims received;
9. Any other documents that would assist in establishing the validity of the claim; and
10. A specific explanation as to the grounds upon which the contactor was declared to be in default.

***Note**: Loss adjuster will be appointed for huge amount claim (>=USD 25,000.00) or complicated claim. Adjuster report is needed for claim decision making. Loss adjuster fee will be paid by Our Company in case they were appointed by us.

D. 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.

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.

Claims Payment will be made by cash, cheque, and/or bank transfer from **ANGKOR GENERAL INSURANCE PLC** 's bank account.
In the event that there is no cooperation from the policyholder and / or insufficient documents

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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.

related to the compensation process, Our 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

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

1. This Policy and Insurance Certificate/Policy Schedule shall be read together as one contract and any words or expression to which a specific meaning has been attached in any part of the Policy or of the Insurance Certificate/Policy Schedule shall bear such meaning wherever it may appear.
2. This Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure in any material particular.
3. The Contractor shall give immediate notice of any alteration, which materially affects the risks covered by this Policy.

PART 18: COMPLAINT PROCEDURE

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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