អង្គរ ជេនេរ៉ាល អ៊ិនសួរេន ម.ក
ANGKOR GENERAL INSURANCE PLC.

FIRE INSURANCE POLICY WORDING

Table of Contents

PART 1: DEFINITION

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule.

1. “We/Us/Our” refers to **ANGKOR GENERAL INSURANCE PLC.**
2. “Deductible” refers to the amount specified in the Schedule, payable by You on each and every claim arising out of one event or occurrence under the Policy.
3. “You/Your/Yourself” refers to the Policyholder and/or the Insured.
4. “Period of Insurance” refers to the duration of this Policy for the period specified in the Schedule, or any renewal period for which the appropriate premiums are paid in each case.
5. “Policy” refers to this Policy together with any Schedule and Endorsement.
6. “Property Insured” refers to the interests insured as stated in the Schedule.
7. “Flood” refers to overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured
8. “Building(s)”, if insured and described in the Policy Schedule, refers to all Buildings which shall also include the following:-

    (a) Lessors fixtures and fittings;

    (b) All services to the Buildings;

    (c) All other structural improvements at the Location including walls, gates and fences, small outbuidings, extensions, annexes, exterior staircase, fuel installations, steel and iron framework and tanks, paths and roadways.

9. “**Contents**”, if insured and described in the policy Schedule, refers to:-

    (d) household goods and personal effect of every description;

    (e) business furniture and

    (f) patterns, models, moulds, dies and casts,

    belonging to You or for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any destruction or damage.

    Contents also include improvements, alterations, decorations, fittings and additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of destruction or damage. Contents do not include money, security, documents, stamps or explosives unless otherwise expressly stated in the Policy as insured items

10. "**Stock in trade and Merchandise**", if insured and described in the policy Schedule, refers to:-
    a) all stock in trade and merchandise, including raw materials, semi-finished and finished goods, and trading stock in the course of production;
    b) customers goods held in trust and on commission;

11. "**Equipment, Plant and Machinery**", if insured and described in the policy Schedule, refers to all machine equipment and plant, whether mechanical, electrical or electronic, for the purpose of the insured's business or trade, located within the insured premises.

PART 2: SCOPE OF COVER

In consideration of You having applied to Us to insure the Property as stated in the Schedule by a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay to Us the premium stated in the Policy Schedule, We agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to Your right to recover hereunder) that:-

MATERIAL DAMAGE

We agree (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that We will pay or make good to You the value of the Property Insured at the time of the happening of its destruction or damage during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which You shall have paid and We shall have accepted the premium required for the renewal of this Policy if any building or other property insured described in the said Schedule or any part of such property be destroyed or damaged by the perils as mentioned hereunder,:-

1) Fire,
2) Lightning,
3) Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes,

4) Earthquake and Volcanic Eruption,
5) Hail,
6) Impact by any road vehicle or animal,
7) Smoke originating from a fire occurring in the risk location or immediate vicinity of the risk premises,
8) Aircraft or other aerial devices and/or articles dropped therefrom, and
9) Landslip, landslide, subsidence.

EXTINGUISHING EXPENSES AND RESCUE TEAM COSTS

The Insurance under this policy extends to include:

(a) wages of the Your employees other than full-time members of a Works Fire Brigade.

(b) the cost of replacement of firefighting appliances and destruction of or damage to materials (including

employees' clothing and personal effects) unless otherwise specifically insured.

(c) Fire Brigade charges.

The combined limit for a, b, and c above shall not be more than USD 5,000 anyone loss.

Provided that Our liability shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of Us.

Provided always that the Our liability in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

PART 3: GENERAL CONDITIONS

1. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be conditions precedent to any liability of Us to make any payment under this Policy.

2. DUTY OF DISCLOSURE

If You fail to disclose to Us fully and faithfully, all the facts which You know or ought to know, or if You misrepresented any facts to Us before the Policy was entered into, We may avoid this Policy.

3. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

4. SAFEGUARDS AND MAINTENANCE

You shall at all times and as far as is reasonably practicable take steps to safeguard the property insured and maintain it in a proper state of repair. You shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the property insured.

5. MISDESCRIPTION

If there be any material misdescription by You or any one acting on Your behalf of any of the property hereby insured or of any building or place in which such property is contained or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact We shall not be liable under this Policy for the property affected by any such misdescription misrepresentation or omission.

6. DISPLACEMENT

All Insurance under this Policy

(a) on any building or part of any building,

(b) on any property contained in any building,

(c) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement

(d) of such building or of any part thereof,

(e) of the whole or any part of any range of buildings or of anystructure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon You.

7. CESSATION OF RISK

Under any of the following circumstances, the insurance under this Policy ceases to attach as regards the property affected unless You before the occurrence of any loss or damage obtains Our sanction signified by endorsement upon policy

(i) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage

(ii) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days

(iii) if the property insured be removed to any building or place other than that in which it is herein stated to be insured

(iv) if the interest in the property insured passes from You otherwise than by will or operation of law

(v) if a noticef to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

8. OTHER INSURANCE

You must give Us written notice if You have any other insurance covering the Property Insured. If at the time any claim arises under this Policy, there is any other existing policy covering the same loss or damage, You 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.

9. MARINE POLICY

This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

10. DEDUCTIBLE/EXCESS

This policy does not cover the amount of Deductible/Excess stated in the Schedule in respect of each and every loss or series of losses arising out of any one event as ascertained after the application of all other terms and conditions of the Policy including any condition of average.

11. UNVALUED POLICY CLAUSE

This is an unvalued policy. The onus is on You to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

12. AUTOMATIC REINSTATEMENT OF SUM INSURED

In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and You shall be liable to pay an additional premium at the rate stated in the Policy Schedule.

13. PREMIUMS WRRANTY

It is fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by Us in cash or by cheque or bank transfer or credit card 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 We 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 Our authorized agent, the payment shall be deemed to be received by Us 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 Us.

No payment in respect of any premium shall be deemed to be payment to Us unless a printed form of receipt for the same signed by Our Official or the duly appointed Agent shall have been given to You.

14. ENDORSEMENT

Every notice and other communication to Us requesting for any change or variation to be made to the Policy must be in writing. No change or alteration in the terms of this Policy nor any endorsement thereon will be held valid unless the change or variation has been agreed by Us and stated in or endorsed on this Policy.

15. TERMINATION OF INSURANCE

(i) You may cancel this Policy at any time by notifying Us in writing.

(ii) We may also cancel this Policy by giving You fourteen (14) days' notice in writing to Your last known address.

(iii) In case of cancellation requested by You (provided no claim has arisen during the then current Period of Insurance), You shall be entitled to a return of 90% of the premium for the unexpired term from the date of cancellation.

(iv) In case of cancellation by Us, You shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of cancellation.

(v) No refund of premium for any cancellation of policy if premium is charged on minimum premium.

16. CLAIM NOTIFICATION

On the happening of any event in consequence of which a claim is or may be made under this Policy, You shall give notice thereof to Us as soon as possible but not later than 14 (fourteen) days from the date of the accident. You may also give notice of loss to us through the Our authorized agent.

17. YOUR DUTIES

If any event giving rise to or likely to give rise to a claim under this Policy comes to Your knowledge You shall within 30 days or such further time as We may in writing allow deliver to Us

(a) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage;

(b) particulars of all other insurances, if any.

You shall within 30 days from the date of loss or such further time as We or the appointed Loss Adjuster may in writing allow, at all times at Your own expense, produce procure and give to Us or the appointed Loss Adjuster all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of Our liability as may be reasonably required by Us or on Our behalf together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

18. OUR DUTIES

(a) REPAIR AND REPLACEMENT

We may at its option reinstate or replace the property damaged or destroyed or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer or Insurers in so doing but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by Us thereon.

If We so elect to reinstate or replace any property, You shall at his own expense furnish Us with such plans, specifications measurements quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement or replacement shall be deemed an election by Us to reinstate or replace.

(b) OUR RIGHTS AFTER A LOSS

On the happening of any loss or damage to any of the property insured by this Policy, We may

(i) enter and take and keep possession of the building or premises where the loss or damage has happened

(ii) take possession of or require to be delivered to it any of Your property in the buildings or on the premises at the time of the loss or damage

(iii) keep possession of any such property and examine sort arrange remove or otherwise deal with the same

(iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You make~~s~~ no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and We shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to You or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If You or any person acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

19. SUBROGATION

You shall, at Our expenses, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

20. FORFEITURE

If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this policy or if the loss destruction or damage be occasioned by willful act or with Your connivance, all benefit under this policy shall be forfeited.

If a claim be made and rejected and an action or suit be not commenced within Two (2) months after such rejection or (in case of an arbitration taking place in pursuance of Alternative Dispute Resolution condition of this policy) within Two (2) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this policy shall be forfeited.

21. TIME LIMITATION

In no case whatever shall We be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the Claim is the subject of pending acting or arbitration.

22. CONTRIBUTION

If at the time of any loss destruction or damage happening to any subject matter insured there be any other subsisting insurances whether by You or by any other person or persons covering the same subject matter, We shall not be liable to pay or contribute more than their rateable proportion of such loss destruction or damage.

23. AVERAGE

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

24. INFORMATION PRIVACY

Every information submitted to Us by You shall be kept private and confidential. There will be no disclosure of information to any third party without Your consent unless it is a requirement by law.

25. ALTERNATIVE DISPUTE RESOLUTION

(1) RESOLUTION BY INSURANCE REGULATOR OF CAMBODIA

For any dispute relevant to the insurance business, any of the disputing parties shall submit the dispute to the Insurance Regulator of Cambodia for mediation and resolution prior to filing a lawsuit in a court or commencing arbitration, except in relation to a dispute involving criminal charges

(2) ARBITRATION CLAUSE

Should the negotiations pursuant to Clause (1) above remains unresolved, the aggrieved Party shall be entitled to refer the matter or issue in dispute arising out of this Policy to arbitration. The appointment of the arbitrator(s) shall be implemented in accordance with the Commercial Arbitration Law of Cambodia. The parties shall be free to determine the number of arbitrators. Failing such determination, the number of arbitrators shall be 03 (three). The parties shall be free to agree on a procedure for appointing the arbitrator or arbitrators.

Each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within 30 (thirty) days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 (thirty) days of their appointment, the appointment shall be made upon request of a party by the Court (Commercial, or Appeal, or Supreme) or National Commercial Arbitration Centre (NCAC) as specified in Article 6 of the Commercial Arbitration Law of Cambodia.

The final decision of arbitration shall be binding to the parties.

26. JURISDICTION

This insurance contract is subject to the laws of the Kingdom of Cambodia

PART 4: EXCLUSIONS

We will not cover loss or damage:-

1. (a) by theft during or after the occurrence of a fire.
   - (b) Consequential loss of any kind.
   - (c) to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
   - (d) occasioned by or through or in consequence of:-
     - (i) the burning of property by order of any public authority
     - (ii) Subterranean Fire

(e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(f) directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exclusion 1(e) only combustion shall include any self-sustaining process of nuclear fission.

(g) occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

(i) windstorm, typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.

(ii) Explosion except loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works

(iii) Flood

(iv) Bursting or overflowing of water tanks, water apparatus or water pipes, or accidentally discharged or leaking of water from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus

(v) Vandalism and Malicious Damage

(vi) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war. Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

(vii) Any act of terrorism. For this purpose 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 organisation(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.

(viii) Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where We alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of providing that such loss or damage is covered shall be upon You.

2. 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:-

   (b) pollution or contamination which itself results from a contingency hereby insured against.

   (c) any contingency hereby Insured against which itself results from pollution or contamination.

3. Unless otherwise expressly stated in the Policy, this Insurance does not cover:

   (a) Bullion or unset precious stones.

   (b) Any curiosity or work of art for an amount exceeding USD200.

   (c) Manuscripts, plans, drawings, or designs

   (d) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.

   (e) Explosives.

   (f) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

4. SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA3100)

We shall not be deemed to provide cover and shall 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 Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to US.

5. IT CLARIFICATION CLAUSE

Property damage covered under this insurance shall mean physical damage to the substance of property. Physical damage to the substance of property 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 insurance:

a) 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 property shall be covered.

b) 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.