អង្គរ ជេនេរ៉ាល់ អ៊ិនសួរេន ម.ក
ANGKOR GENERAL INSURANCE PLC.

PROFESSIONAL INDEMNITY 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 7
PART 3: COVERAGE 7
PART 4: POLICY BENEFITS 10
PART 5: PREMIUM PAYMENT 11
PART 6: EXCLUSION 11
PART 7: GEOGRAPHICAL LIMIT 16
PART 8: QUALIFICATION OF CLAIMANTS 16
PART 9: AMENDMENT 16
PART 10: RENEWAL POLICY 17
PART 11: TERMINATION 17
PART 12: CANCELLATION 17
PART 13: CLAIM 18
PART 14: CONFIDENTIALITY 21
PART 15: DISPUTE RESOLUTION 21
PART 16: LAW AND JURISDICTION 21
PART 17: CONDITIONS 21
PART 18: COMPLAINT PROCEDURE 23
PART 19: CONTACT INFORMATION 24

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

- **Change of Control: means when a Named Insured:**
  a. **Ceased or ceases to exist or operate; or**
  b. **Became or becomes consolidated with, merged into or acquired by a person or entity or group of persons or entities acting in concert and includes a situation where more than 50% of the issued share capital of the Named Insured is acquired by any such parties.**
- **Civil Liability: means any actual or alleged breach of a duty owed in a professional capacity under any form of civil law by the Insured or any of the Insured's employees arising out of any act, error or omission occurring or committed in the conduct of Professional Services.**
- **Claim: means**
  a. **A written demand for or an assertion of a right to civil compensation or civil damages in respect of any liability insured by this Policy or a written intimation of an intention to seek such compensation or damages; or**
  b. **In respect of the cover afforded under Official Investigation and Enquiry Costs and Expenses, the notice of any actual or intended investigation, inquiry or hearing.**
- **Conflict of Interest: means where any Insured provides the Professional Services to a person or entity while being subject to a contrary interest, being:**
  a. **An interest of another person or entity; or**
  b. **A personal advantage interest, without having first disclosed the conflict of interest in writing and obtained the prior written consent of all interested parties for the Insured to provide the Professional Services in those circumstances.**
- **Contractor: means a natural person who entered into a written contract with the Named Insured for the provision of the Professional Services for or on behalf of the Named Insured and:**
  a. **is indemnified by the Named Insured pursuant to that written contract for the Professional Services performed in accordance with that written contract; and**
  b. **was under the direct control and supervision of the Insured in the provision of the Professional Services.**
- **Contractor does not mean or include a Named Insured or an Insured.**

- **Corporate Advisory Services: means any**
  a. **Actual or alleged giving or failure to give advice to any third party in connection with any merger, acquisition, restructure, tender offer, divesture, sale or activity of a similar nature;**
  b. **Valuations of any nature carried out by or on behalf of the Insured.**

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.

- **Currency: means money, cheques, travelers' cheques, registered cheques, postal or money orders, bullion, negotiable or non-negotiable instruments, stamps and bearer or coupon bonds.**
- **Defense Costs: means legal costs and disbursements and related expenses reasonably and necessarily incurred in the investigation, defense or negotiation of any Claim indemnified by this Policy by:**
  a. **The Insured with the prior written consent of the Company after notifying the Claim to the Company; or**
  b. **The Company after they have assumed conduct of any such proceedings.**

  Defense Costs do not mean or include any business, internal or overhead expenses including wages, salaries, commission, bonuses or other remuneration of the Insured or the cost of the Insured's time.
- **Documents: means deeds, wills, agreements, maps, plans, records, books, letters, forms and documents of any nature whatsoever whether written, printed or capable of being reproduced by any other method, but does not mean:**
  a. **Currency; or**
  b. **Any computer or electronic data or any form of computer records or computer memory (whether programs, software or otherwise).**
- **Deductible: means the amount stated in the Insurance Certificate/Policy Schedule, which will be the responsibility of the Insured, as applicable, in respect of each claim or request for indemnity under the Policy and to all automatic policy extensions.**
- **Employee: means any person under a contract of service or apprenticeship other than:**
  a. **Any partner, principal or director of the Named Insured; or**
  b. **Any Contractor.**
- **Inquiry Costs: means any legal costs and expenses incurred by or on behalf of the Insured with the Company's prior written consent arising from a notice from an Inquiry Body (if findings from such an Inquiry Body could lead to a Claim being made against the Insured which may be covered under this Policy) requiring a response from the Insured and/or their attendance at an investigation, inquiry or hearing held before the Inquiry Body.**
- **Insurance Certificate: refers to document issued by an insurance company to certify the fact that an insured has purchased insurance from such insurance company.**
- **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 another related document.**
- **Insured/Insured Persons: 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.**
- **Intellectual Property: means copyright, design right, registered design, trademark or patent.**
- **Joint Venture: means a cooperative enterprise between the Insured and a third party (or parties) pursuing an agreed commercial goal or set of goals.**

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.

- **Limit of Indemnity: means the total limit of the Company's liability, under or in connection with this Policy, in respect of loss in connection with any one claim or with all claims in the period of insurance, as specified in the Policy Schedule. Any applicable sub-limit is part of, and does not increase, the limit of liability.**

- **Loss: means the following for which the Insured is legally liable:**
  a. **Compensatory damages and claimants' costs pursuant to an award or judgment entered against the Insured arising from a Claim;**
  b. **A settlement of a Claim provided that such settlement has been negotiated by the Company or entered into with the Company's prior written consent.**
- **Loss does not mean or include:**
  a. **Any form of remuneration or profit to be repaid, lost or foregone by the Insured as the result of a Claim;**
  b. **Any component of any compensatory damages or settlement which represents the costs of the Insured's original contractual obligations (including the cost of correcting, completing or re-performing any Professional Services), non-fulfilment or negligent performance of which has given rise to a Claim;**
  c. **Any:**
     i. **Taxes, fines, penalties, disgorgement or constructive trust; or**
     ii. **Punitive, exemplary, restitution, non-compensatory, liquidated, vindictive, aggravated, treble or other damages resulting from the multiplication of compensatory damages; and**
  d. **Any liability deemed uninsurable at law.**
- **Loss of Documents: means any Documents, which have been:**
  a. **Destroyed, damaged, lost or misplaced;**
  b. **After a diligent search cannot be found; and**
  c. **Which were entrusted to the Insured (or to other persons to whom the Insured entrusted, lodged or deposited such Documents) in the provision of the Professional Services.**
- **Management: means a natural person who is or was a partner, principal, director, chief executive officer, chief operating officer, chief financial officer, company secretary, chief legal officer, insurance manager, risk manager, or any person who holds or held an equivalent position or at any time has taken part in the senior management of the Named Insured whether by way of delegation or otherwise.**
- **Named Insured: means the Named Insured specified in the Insurance Certificate/Policy Schedule. It also means any natural person, who was, now is or shall become during the Period of Insurance:**
  a. **A partner, principal or director; or**
  b. **An Employee of the Named Insured but only in respect of work performed in their respective capacities for the Named Insured.**
- **One Claim: means all Claims against the Insured arising from:**
  a. **One act or omission;**

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.

b. One series of related acts or omissions;
c. One matter or transaction;
d. The same or similar act or omission in a series of related matters or transactions;
e. The same or similar act or omission in one or more matters or transactions for the same client;
f. One originating cause or source; or
g. The dishonesty or fraud of any one person (or two or more people acting in collusion).

Otherwise, each Claim against the Insured will be regarded as a separate Claim.

- Period of Insurance: means the period specified in the Insurance Certificate/Policy Schedule, unless cancelled pursuant to Alteration of Risk and Termination of the Policy.
- Pollutants : means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including Asbestos, silica, silicon, silicone, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
- Professional Services: means those services detailed in the Insurance Certificate/Policy Schedule and no other.
- Property Damage: means physical injury to or destruction of tangible property, including the resultant loss of use of that damaged or destroyed property and any consequential losses resulting therefrom.
- Related Interest: means any interest exceeding 10% beneficially held (whether directly or indirectly through any firm, company, trustee or other entity) by or on behalf of the Insured or any Relative of the Insured.
- Relative: means any spouse, de facto spouse, parent, child or any parent or child of a spouse or de facto spouse.
- Retroactive Date: means the date stated as the retroactive date in the Insurance Certificate/Policy Schedule. Retroactive date is the date from, which the Insured has held uninterrupted professional indemnity insurance, or a date in the past from which the Company has agreed to cover the Insured.
- Subsidiary means:
  a. Any entity which, by virtue of any applicable legislation or law, is deemed to be a subsidiary of the Named Insured specified in the Insurance Certificate/Policy Schedule; or
  b. Any entity over which the Named Insured is in a position to exercise effective direction or control.
- Terrorism: means any act (other than of War) involving the use of or threat to the use of force or violence by any person or groups of persons whether acting alone or with any other organization (or any government) and committed for political, religious, ideological or similar purposes so as to directly or indirectly influence any government and/or to put the public or any section of the public of any country in fear.
- War: means any act of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection,

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.

civil commotion assuming the proportions of or amounting to a military uprising or usurped power.

- The Company referred to ANGKOR GENERAL INSURANCE PLC.

PART 2: INTEREST INSURED

This policy shall provide coverage for Civil Liability, Defense Costs, and errors or omissions committed in the provision of Professional Services, including such acts that occur on or after the Retroactive Date and within the Period of Insurance, as specified in the Certificate of Insurance.

PART 3: COVERAGE

A. PROFESSIONAL LIABILITY

The Company will indemnify the Insured against Civil Liability resulting from any claim arising from the performance of Professional Services, which includes liability for:

1. Any negligent acts, errors or omissions are incurred in the conduct of the Insured's Business (Professional Services);
2. Unintentional Infringement of Intellectual Property Right – Claims arising from any unintentional infringement of intellectual property rights which includes any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism.
3. Loss of Documents/Data Entrusted to the Insured – Claims arising from the loss of any third party's Documents, for which the Insured is legally responsible, that have been destroyed, damaged, lost or mislaid, and after diligent search or attempts to recover them, cannot be found or recovered.
4. Unintentional Libel, Slander, Defamation – Claims arising from defamation but not defamation made by the Insured or at the Insured's direction with the knowledge of the falsity of the statement.
5. Unintentional Breach of Confidence, Confidential Duty or Misuse of Information – Claims arising from any unintentional breach of confidentiality or misuse of information in the conduct of the Insured's Business.

B. ADVANCEMENT OF DEFENSE COSTS

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.

The Company will pay defense costs as and when they are incurred prior to the final resolution of a claim, except to the extent that the Company has denied indemnity for that claim or for a part of that claim. After payment of defense costs by the Company, if and to the extent it is established that a claim is not covered by this Policy, each Insured will refund the defense costs paid by the Company on that Insured's behalf, unless the Company agrees in writing to waive recovery of such defense costs.

C. AUTOMATIC EXTENSIONS

The maximum amount payable by the Insurer for any Automatic Extensions shall be that amount stated in the Schedule. For the avoidance of doubt, such amount shall be in the aggregate, part of and not in addition to the Limit of Indemnity.

1. **Compensation for Court Attendance – The Company will compensate the Insured for the Insured's legally compellable attendance at any court hearing, arbitration or formal interview as a witness of fact in connection with a Claim notified to the Company provided that:**
   - i. **Such attendance is considered by the Company to be necessary or beneficial to reduce liability which may result in a payment under this Policy; and**
   - ii. **The Company has given the Company's written consent prior to the Insured's attendance; and**
   - iii. **Such compensation shall be limited to USD 100.00 per day for any partner, director or principal and USD 50.00 per day for any Employee of the Insured; and**
   - iv. **The maximum amount provided by this extension shall not exceed USD 2,500.00 in the aggregate.**
2. **Extended Reporting Period - In the event that this Policy is not renewed or is cancelled for any reason other than non-payment of premium, then the Insured has up to thirty (30) days from the effective date of expiry or cancellation of this Policy to notify the Company of any Claim first made during the Period of Insurance, provided that:**
   - i. **The cover available under this extension is limited to events which take place prior to the expiry of the Period of Insurance or cancellation of this Policy;**
   - ii. **Nothing in this clause will reinstate or increase the Limit of Indemnity or extend the Period of Insurance; and**
   - iii. **This extended reporting period will automatically cease when the Insured affects another professional indemnity insurance policy or at the end of the thirty (30) days period as provided above, whichever is the earlier.**
3. **Joint Venture Liability – The Company will indemnify the Insured against Civil Liability for Loss incurred in the provision of the Professional Services by the Insured in the Insured's capacity as a Joint Venture partner, but only for the Insured's individual Civil Liability as a Joint Venture partner (and not for any other Joint Venture partner who has an interest in the Joint Venture), and provided that**

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.

the Company will not indemnify the Insured against any Claim, liability, loss, or defense costs directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any:

i. Insolvency, bankruptcy, administration or receivership of any other Joint Venture partner who has an interest in the Joint Venture;

ii. Acts, errors and omissions of any other Joint Venture partner; or

iii. Claim made against the Insured by a Joint Venture partner in relation to the Joint Venture.

4. New Subsidiary or Business - The definition of the Insured is extended to include any Subsidiary created by the Insured and/or any business acquired by the Insured during the Period of Insurance for a period of up to forty five (45) days (but never beyond the Period of Insurance) from the date of such creation and/or acquisition, provided that:

i. The activities of the newly created Subsidiary and/or acquired business are the same as the existing Professional Services of the Insured;

ii. There has been no claim or prior act, error, omission, fact, event, or circumstance that could give rise to a claim against the Subsidiary and/or business acquired for the five (5) years preceding the date of such acquisition;

iii. Such cover as is provided by this Automatic Policy Extension will only apply to Claims arising from acts, errors, omissions, facts, events or circumstances occurring subsequent to the date of creation of such Subsidiary and/or acquisition of that business;

iv. Unless otherwise agreed in writing by the Company, the Retroactive Date and the Continuity Date for the Subsidiary created or business acquired shall be the same date as the date of creation or acquisition; and

v. The Named Insured shall provide full details of the Subsidiary created or business acquired to the Company, and the Company will consider providing cover beyond this forty-five (45) day period on such terms and conditions and for such additional premium as may be agreed.

5. Official Investigation and Enquiry Costs and Expenses – The Company will pay for any costs and expenses reasonably incurred with the Company's prior written consent in the official investigation or enquiry of any complaint or notification provided that:

i. Any such official investigation is in relation to a breach of professional duties in the conduct of the Insured's Business;

ii. The investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the Period of Insurance and is notified by the Insured to the Company during the same Period of Insurance;

iii. The Company shall be entitled, at the Company's discretion, to appoint legal representation to represent the Insured in the investigation, examination or enquiry;

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.

6. **Public Relations Expenses – The Company will pay for any costs and expenses reasonably incurred with the Company's prior written consent when the Insured engages the services of a public relations consultant for the sole purpose of protecting the Insured's reputation that has been brought to question as a direct result of a Claim covered under this Policy, provided that:**
   i. **The Insured notifies the Company within twenty-eight (28) days of first being aware of the Insured's reputation being brought into question and provide the Company with full written details outlining the circumstances surrounding the event;**
   ii. **The Company has given prior written consent (which consent shall not be unreasonably withheld) to retain the services of such public relations firm or consultant.**
7. **Run Off Cover – If there is a Change of Control during the Period of Insurance then the coverage afforded under this Policy shall cease immediately, except for Claims otherwise covered by this Policy arising from an act, error or omission in the provision of the Professional Services occurring prior to the effective date of the Change of Control.**

In the event that the Policy is cancelled pursuant to Alteration of Risk and Termination of the Policy, all coverage afforded under this Automatic Policy Extension shall cease immediately from the time and date of termination.

8. **Various Liability – To provide cover with respect of any Loss which the Insured is legally liable to pay for any Claim arising out of the acts, errors or omissions committed (or alleged to have been committed) by consultants, contractors, sub-consultant, sub-contractors of an Insured in conduct of Professional Services. Provided always that this Policy will not and does not provide any cover whatsoever to such consultants, contractors, sub-consultants, or sub-contractors, in respect of their own liability to any party.**

PART 4: POLICY BENEFITS

It is an insurance policy taken by professionals to protect themselves from legal action by third parties for losses suffered by the third parties as a result of errors or omissions or negligent service and/or advice by the professionals.

The professional liability policy acts as a shield to protect the professionals and their employees for lawsuits by their customers or third parties from financial losses.

The policy provides indemnity to the professionals strictly on legal liability basis and not moral responsibility.

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

Insured could pay premium by cash, cheque and/or account transferring to **ANGKOR GENERAL INSURANCE PLC.** 's account

PART 6: EXCLUSION

The Company will not indemnify any Insured against any Claim, liability, Loss or Defense Costs directly or indirectly arising out of the following:

A. AIRSIDE / AVIATION / MARINE LIABILITY

Airside Liability - In no case shall this Policy provide indemnity for any liability arising out of occurrences happening airside.

Aviation Liability - In no case shall this Policy provide indemnity for any liability arising out of aviation operations.

Marine Liability - In no case shall this Policy provide indemnity for any liability arising out of marine operations.

B. ANTI-COMPETITIVE BEHAVIOUR

Any actual or alleged contravention of any law regulating monopolization, price fixing, price discrimination, predatory pricing, restraint of trade, restrictive trade practices, competition, anti-trust or similar activities.

C. BODILY INJURY AND PROPERTY DAMAGE

1. **Bodily Injury to any person, except where such Bodily Injury results directly from the provision of the Professional Services.**
2. **Property Damage of whatever kind, except where such Property Damage results directly from the provision of the Professional Services, but no cover is given for Loss of Documents other than as provided in SCOPE OF COVER A.3 (Loss of Documents/Data Entrusted to the Insured).**

D. CYBER RISK AND CORRUPTION OF DATA

In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software

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.

program, malicious code, computer virus or process or any other electronic system.

Any claim occurred in connection with or arising out of corrupting data in the Insured's Computer System.

E. CONTRACTUAL UNDERTAKING

Any warranty, guarantee, contract, undertaking, hold harmless or indemnity, unless such liability would have attached to any Insured in the absence of such warranty, guarantee, contract, undertaking, hold harmless or indemnity.

F. DISHONEST / INTENTIONAL / WILFUL ACTS

1. **Dishonest failure on any Insured's part to account for property belonging to another.**
2. **Gaining of any personal profit or advantage to which an Insured was not legally entitled.**
3. **Dishonest, fraudulent or criminal act or omission of any Insured.**
4. **Intentional, willful, malicious or reckless:**
   - **i. Act or omission by any Insured without regard for the consequences thereof;**
   - **ii. Disregard by any Insured of the need to take all reasonable steps to prevent loss; or**
   - **iii. Breach of statute, contract or duty by any Insured.**

G. DIRECTORS' & OFFICERS'/ TRUSTEES' LIABILITY AND MONEY LAUNDERING EXCLUSION

Any Insured acting as a director, secretary or officer of a body corporate or a trustee pursuant to a trust deed, unless arising directly and solely from the provision of the Professional Services.

Any claim caused by, arising out of, in connection with, contributed to money laundering. Money laundering includes not only statutory money laundering but a variety of acts concerning criminal property where property obtained from the criminal conducts.

H. EMPLOYMENT LIABILITY, PUBLIC LIABILITY AND PRODUCT LIABILITY

1. **Liability of any Insured to a person:**
   - **i. Arising out of or in the course of that person's employment with any Insured;**
   - **ii. Because the Insured did not employ them as an Employee or did not engage them as a Contractor.**
   - **iii. Act as Agents, Sub-consultants and Sub-contractors unless declared and agreed by the Company.**
2. **Breach by any Insured of any obligation owed by any Insured as an employer to any current or former Employee.**
3. **Liability arising out of or in the ordinary course of the Insured's business unless the said liability is deemed to be professional.**

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.

4. **Liability arising out of or in connection with the Insured's production in producing any product or goods.**

I. FINE, PENALTIES, EXEMPLARY, PUNITIVE OR LIQUIDATED DAMAGES

1. **Fines, taxes, penalties, treble or other multiple compensatory damages, exemplary, punitive, liquidated or aggravated damages; or**
2. **The return, restitution, or offset of fees, expenses or costs paid to an Insured;or**
3. **Any other damages deemed uninsurable in law.**

J. INSURED'S CHARGES

Any Claim, demand or action to refund, account for or pay damages calculated by reference to any fee, cost, charge, brokerage, commission, override or disbursement charged or incurred by any Insured.

Any claim caused an Insured to pay charges in connect with or arising out of Delay, Failure to Meet Timeline or Cost of Overruns or Cost Estimates/Budgets.

K. LEGAL / INVESTMENT / FINANCE / INSURANCE ADVICE AND CORPORATE ADVISORY

1. **Acts, errors and omissions or liability arising out of or in connection with Legal advices.**
2. **Provision of any investment advice, taxation advice or advice regarding the performance of any investment. Any fluctuation in any market or any circumstance relating to the depreciation or loss of return on any investment.**
3. **Agreement or proposed agreement to provide, facilitate or introduce finance.**
4. **Provision of any insurance advice or any failure on the part of any Insured to obtain or maintain insurance cover.**
5. **Any Corporate Advisory Services**

L. MANUFACTURING / EFFICACY / FAULTY WORKMANSHIP

1. **The repair, replacement, diminished utility or lack of efficacy for their intended purpose of any goods designed, manufactured, imported, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the Insured.**
2. **The cost of remedying any defect in any goods designed, manufactured, imported, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the Insured.**
3. **Any cost of or expense incurred in withdrawing a product or goods from sale or recalling any product or goods, or;**
4. **Any element of any of the Insured's own costs or profit that may be included in the cost rectifying any defects in work performed by or on behalf of the Insured.**

M. OWNERS' AND OCCUPIERS' LIABILITY

Any ownership, occupation, possession, leasing or use by or on behalf of any Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled

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.

vehicle.

N. PRIOR KNOWLEDGE / CLAIMS

1. Claim first made against any Insured prior to the commencement of the Period of Insurance.
2. Acts, errors and omissions, facts, events or circumstances which any Insured knew, or ought to have known, prior to the commencement of the Period of Insurance might give rise to a Claim or Loss.
3. Acts, errors and omissions, facts, events or circumstances, which were notified under any policy in force prior to the commencement of the Period of Insurance.
4. Pending or prior litigation or civil, criminal, administrative or regulatory proceedings, investigation or arbitration as at the commencement of the Period of Insurance.
5. New litigation derived from the same or essentially the same acts, errors, omissions, facts, events or circumstances alleged in any pending or prior litigation.

O. RELATED/ASSOCIATED ENTITIES AND CONFLICT OF INTEREST

Any Claim or matter brought or maintained by or on behalf of any:

1. Other Insured under this Policy.
2. Subsidiary or parent company of any Insured.
3. Person who, at the time of the relevant act, error or omission, was a Relative of any Insured.
4. Person who has a Related Interest in the subject matter of the Claim.
5. Partner's previous business.
6. Trustee of a trust which any Insured or Relative of any Insured are a beneficiary.
7. Any Claim arising out of or connect with the Conflict of Interest of or involving any Insured.

P. SUBSTANCES OR NUCLEAR RISKS OR TOTAL TOXIC MOULD OR WEAR AND TEAR

<u>Substances</u>

1. Asbestos or any material or property containing or alleged to contain asbestos, in whatever form or quantity and however arising.
2. Actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any Toxic Mould.
3. Action taken (including, but not limited to, investigating, testing for, detection of, monitoring of, treating, remedying or removing) by any party in response to 1 and/or 2 above.
4. Government or regulatory order or other requirement relating to 1 and/or 2 above.

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.

5. **Actual or alleged presence, imminent or threatened discharge, dispersal, seepage, release, migration or escape of Pollutants at any time.**
6. **Direction or request to test for, inspect, monitor, clean up, remove, contain, treat, rectify, detoxify or neutralize Pollutants or in any way respond to or**

assess the effects of Pollutants.

7. **Loss, damage, cost or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.**

Nuclear Risks

1. **Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.**
2. **Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.**

Total Toxic Mould

In no case shall this Policy cover for loss, damage, cost or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to 'mould'. Loss, damage, cost or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to 'mould' is excluded regardless of any other cause or event that contributed concurrently, or in any sequence with, the loss, damage, cost or expense.

Wear and Tear

In no case shall this Policy cover loss and/or damage caused by ordinary leakage, ordinary loss in weight or volume, wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions and damage therefrom.

Q. SALE / SUPPLY / TRANSPORTATION OF GOODS

Any sale, supply or transportation of goods by or on behalf of any Insured.

R. TRADING DEBTS / BANKRUPTCY

1. **Trading or personal debt of any Insured (including, but not limited to, any tax liability due or payable by any Insured or any fees, costs or expenses connected therewith) or any guarantee given by any Insured for any debt.**
2. **Insolvency, bankruptcy, administration or receivership of any Insured.**
3. **Claim or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.**

S. TERRITORIAL LIMIT / JURISDICTION

The indemnity provided by this Policy shall apply only to the territory (ies) and final judgements against the Insured according to the laws of, and obtained in the court of, the country of jurisdiction stated in the Insurance Certificate/Policy Schedule,

and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for the enforcement of judgements obtained elsewhere whether by the way of reciprocal agreement or otherwise.

T. UNQUALIFIED AND UNLICENSED ACTS

Any act, errors and omissions committed or attempted (or allegedly committed or attempted) by any Insured in the conduct of an activity for which the person or entity is not properly qualified, licensed, registered or authorized in accordance with any relevant legislation or regulation.

U. WAR, SABOTAGE, TERRORISM AND POLITICAL RISK

PART 7: GEOGRAPHICAL LIMIT

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

PART 8: QUALIFICATION OF CLAIMANTS

In this policy, the beneficiary or the claimant, the event of cause accident to a third party, company would pay compensation to the third party directly in terms of claims regarding having any agreement from related party in this policy.

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

PART 9: AMENDMENT

Any amendment or additional to any condition on the original policy requires both parties to notify us in writing of such amendment or additional via electronic communication or by sending a written notice to the requesting party. There are amendments or additions to this. All amendments or additions will be valid only with the written consent of The Company and the insurer and stated in the endorsement. Company will notify to the insured for approval or rejection of the amendment request form within 10 working days.

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.

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

PART 10: RENEWAL POLICY

At the latest, 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. Renewal shall be made before expiry of the policy.

PART 11: TERMINATION

A 10-days' notice shall be given to The Company in advance if the insured wishes to terminate the insurance before expiry date. Based on reasonable grounds, the insurance Company will refund the insured ninety percent (90%) of the remaining premium.

In case of requesting to terminate 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. In case of Termination is submitted with not enough supporting document, company shall notify to the Insured about the pending document within 3 working days. The Company shall inform the insured of approval or rejection of termination request form in written letter with reasonable within 5 working days. The company shall refund the insurance premium within 15 working days from the date of agreement to terminate the insurance.

PART 12: CANCELLATION

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

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.

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

PART 13: CLAIM

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

A. QUALIFICATION OF CLAIMS PROPOSER

In this insurance contract, the applicant must be the insured person, policy holder as stated in the policy schedule or legal representative of the policy holder with certified documents.

B. PROCEDURES FOR PROVIDING INFORMATION

In the event of any occurrence which might give rise to a claim under the Policy, the Insured shall immediately notify us by our 24/7 hotline number and we also receive walk-in customers who wish to submit claims, giving an indication as to the nature and extent of the loss or damage.

The Company shall not be liable for loss or damage of which no notice has been received by the Company within 30 days of its occurrence have been realized.

C. REQUIRED CLAIMS DOCUMENTS OR EVIDENCE FOR CLAIMS

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

- **A Completed Claim Form**
- **Registration certificate of Professionals**
- **Copies of any correspondence received which may be (but not limited to) emails, letter or any legal documents such as a Writ**
- **The identity of the potential claimant and any other parties involved**
- **A brief report of the problem and the Insured's views on liability**
- **Original invoices or receipts of loss or damaged items**
- **Original invoices or receipts repair or replacement**
- **Police report**
- **Statement of claim from the victim (if any)**
- **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.

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.

D. CLAIMS PAYMENT TERM

All necessary documents, information and proof required must be submitted to claim department as soon as possible after the occurrence.

ANGKOR 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 's bank account.

E. CLAIM CONDITIONS

1. Multiple Claims

All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy. All such acts, errors or omissions shall be treated as having occurred at the time of the first of such acts, errors or omissions occurred.

For any Related Claims and Related Inquiries, only one Excess and one Limit of Indemnity shall be applicable.

2. Defense and Settlement

It is a condition precedent to cover under this Policy that the Insured agrees not to settle any Claim, incur any Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any Claim, settlement, Costs and expenses, admission, offer or payment, or assumed obligation to which it has not consented.

The Insured shall defend and contest any Claim made against them and arrange for representation in the event of an Inquiry. The Insurer shall be entitled at their discretion at any time to conduct, in the name of the Insured, defense or settlement of any Claim.

The Insurer may, if it believes that any Claim will not exceed the Excess, instruct the Insured to conduct the defense of the Claim.

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.

3. Advancement of Defense Costs

Once the Insurer has received written notice of a Claim or Inquiry under this Policy, it shall advance Costs and expenses or Inquiry Cost as and when incurred, but no later than thirty (30) days after the Insurer has received itemized bills for those Costs and Expenses or Inquiry Cost.

Such advance payments by the Insurer shall be repaid to the Insurer by the Insured in the event and to the extent that any such Insured shall not be entitled under this Policy to payment of such Loss.

4. Insured's Right to Contest

If the Insured or Insurer wishes to settle the Claim or Inquiry and the other wishes to contest the Claim or Inquiry, then a Senior Counsel (to be mutually agreed upon by the Insured and Insurer) shall advise the parties as to whether such Claim or Inquiry should be settled or contested. In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, including the damages and costs that may be payable, the likely Costs and Expenses or Inquiry Costs and the prospects of the Insured successfully challenging the Claim or being exonerated in the Inquiry. The cost of such Senior Counsel's opinion shall form part of the Limit of Indemnity.

In the event that the Insurer recommends settlement and, if elected, the appointed Senior Counsel has advised the parties to settle in respect of any Claim or Inquiry and the Insured does not agree that such Claim or Inquiry should be settled, then the Insured may elect to contest such Claim or Inquiry. The Insurer's liability in connection with such Claim or Inquiry shall not exceed the amount for which such Claim or Inquiry could have been so settled or could reasonably have been expected to be settled plus the Costs and Expenses incurred with the Insurer's prior written consent up to the date of such election.

5. Claim Mitigation and Co-Operation

The Insured shall use due diligence and at their own expense do and concur in doing all things reasonably practicable to avoid or diminish any liability to pay any claim or potential claim.

The Insured shall promptly and honestly disclose to the Insurer all relevant information and shall provide assistance to the Insurer as the Insurer may require to enable it to investigate and to defend any Claim and/or to enable the Insurer to determine liability under this Policy.

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 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: CONDITIONS

A. ALLOCATION

If the Insured is a party to a Claim or inquiry, which is covered only in part by this Policy, the Insured and the Company will use their best efforts to agree upon a fair and proper allocation of Loss or any other amount insured under this Policy taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this Policy.

If an allocation of Loss cannot be agreed between the Insured and the Company, the determination of the allocation will be resolved by arbitration or competent court and take into account the relative legal and financial exposures attributable to covered matters and matters not covered under this Policy.

Until the arbitration or the competent court has made a determination, the Company may, in their absolute discretion, indemnify the Insured against such 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.

or any other amount insured under this Policy as they consider appropriate. The cost of the arbitration or the competent court's opinion shall be deemed to be part of, and not in addition to, the relevant Limit of Indemnity.

B. ASSIGNMENT OF INTEREST

No change in, or modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy and signed by an authorized employee of the Company.

C. ADMINISTRATION

It is agreed that the Named Insured has acted and shall continue to act on behalf of each and every Insured with respect to all aspects of this Policy including, but not limited to, contract negotiations and any terms and conditions of binding, renewing, non-renewing and/or amending cover, endorsements, premiums, receipt of any notices regarding this Policy, dispute resolution matters, claims management, consent to defense or settlement, claim payments and exercising rights of any Insured.

D. INTERPRETATION

In this Policy, unless the context otherwise requires:

1. Any reference to an amount of money is a reference to that amount in dollars unless otherwise stated in the Insurance Certificate/Policy Schedule or any endorsement;
2. Headings are merely descriptive and not to aid interpretation;
3. Reference to "any Insured" means one or more of the Insured.

E. OTHER INSURANCE AND EXCESS INSURANCE

If some other contract of insurance is entered into:

1. by the Insured - which also covers liability for a Claim presented under this Policy, the Insured must advise the Company at the time of presenting the Claim under this Policy and provide the Company with details of such other insurance.
2. by the Insured - where detailed in the Insurance Certificate/Policy Schedule as Additional Insurance, this Policy applies in excess of such Additional Insurance.
3. by other parties - on behalf of the Insured or under which the Insured is a beneficiary of that insurance ("Underlying Insurance"), which also covers liability or Loss arising from a Claim presented under this Policy, such insurance shall be primary to the cover afforded by this Policy (other than insurance that is written specifically as excess insurance over the relevant Limit of Indemnity provided by this Policy), and the Company shall not be liable to indemnify the Insured until such Underlying Insurance is exhausted. If such other insurance were exhausted, the relevant Limit of Indemnity under this Policy would apply in excess of the limit of indemnity applying under the other insurance.

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 Insured agrees to fully cooperate with the Company with respect to any reasonable request to provide a copy of the policy wording of any other contract of insurance referenced directly or indirectly in this Condition.

F. PERSONAL DATA PROTECTION

The Named Insured undertakes that it has obtained the consent of the Insured Persons to disclose their personal data to the Company for the Purpose and shall indemnify the Company and at all times keep the Company indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, expenses and liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the Company or asserted against the Company by any person or entity whatsoever, in respect of any matter or event whatsoever arising out of, caused by, resulting from or in any way involving any act or errors and omissions by the Insured that causes the Company to be in breach of the privacy.

G. SEVERABILITY

Where this Policy insures more than one Insured, any:

1. **Failure by any such Insured to comply with the duty of disclosure; or**
2. **Misrepresentation by any such Insured to the Company before this contract of insurance was entered into, shall not prejudice the rights of any other Insured under this Policy to indemnity as may be provided by this Policy, provided that such other Insured:**
   a. **is entirely innocent of, had no prior knowledge of and did not consent to or condone such failure or misrepresentation (with the onus of proof in this regard being upon such other Insured); and**
   b. **Advises the Company of all relevant facts in writing as soon as practicable after becoming aware of such conduct.**

Any failure by any past or present Management to comply with the duty of disclosure or any misrepresentation by any past or present Management to the Company before this contract of insurance was entered into shall be imputed to the Named Insured.

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.

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.

If you have a complaint, please contact us at:

CUSTOMER SATISFACTION TEAM

HEAD OFFICE ANGKOR GENERAL INSURANCE PLC.

Building #Land Lot C, St.169, Phum 12, Sangkat Veal Vong, Khan 7 Makara, Phnom Penh, Cambodia

Tel: (+855)78 242 424

Email: customerservice@agi.com.kh

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

INSURANCE REGULATOR OF CAMBODIA

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

PART 19: CONTACT INFORMATION

PLEASE CONTACT US AT:

ANGKOR GENERAL INSURANCE PLC.
Building #Land Lot C, St.169, Phum 12, Sangkat Veal Vong, Khan 7 Makara, Phnom Penh, Cambodia
CUSTOMER SERVICE
Telephone: (+855)78 242 424
Email: customerservice@agi.com.kh

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