

**PRIVATE CAR POLICY**

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and which is hereby incorporated by reference, has applied to FORTE INSURANCE (CAMBODIA) PLC. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH:**

That in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

In witness whereof this Policy has been signed by and on behalf of Forte Insurance (Cambodia) Plc.

**Carlo Cheo**  
Managing Director

**PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE AND LIMITATIONS AS TO USE**

Warranted that Persons or classes of Persons Entitled to Drive and Limitations as to Use as stated and defined in items 5 and 6 of the Certificate of Insurance are deemed to form part of this Policy.

**GEOGRAPHICAL AREA**

The Kingdom of Cambodia

**SECTION I - INSURANCE ON THE MOTOR VEHICLE**

**1. Loss or Damage**

The Company will indemnify the Insured against accidental loss or damage to the Motor Vehicle and its factory fitted standard accessories and spare parts whilst thereon arising anywhere within the Geographical Area.

At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part hereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Company's maximum liability shall be limited to the prevailing market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's Estimate of Market Value as stated in the Schedule.

**2. Protection and Removal after Accident**

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairers agreed by the company and of delivery within the country where the loss or damage was sustained up to but not exceeding US \$150.00.

**3. Replacement Parts**

In the event of loss or damage to the Motor Vehicle and/or its accessories or spare part necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the company in respect of any such part shall be limited to:

- (a) (i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the Motor Vehicle is held for repair or
- (ii) if no such catalogue or price list exists the price last obtained at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of any relative import duty and
- (b) the reasonable cost of fitting such part.

**4. Additional Benefits Extension**

**(A) AIR CONDITIONING UNIT AND CAR RADIO/CASSETTE PLAYER/CD PLAYER**

The Insured's estimate of Value including Accessories and Spare Parts stated in the Policy Schedule shall include the Air Conditioning Unit and the built-in Radio/Cassette/CD Player and the liability of the Company in the event of loss or damage shall be limited to actual cost of repair or in the event of a total loss to the full replacement value

The cover in respect of Radio/Cassette/CD Player is limited to one claim during any one period of insurance without loss of No Claim Discount or the application of excess

**(B) BREAKAGE OF GLASS IN WINDSCREEN OR WINDOW**

The indemnity provided by Section I of this Policy is extended to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle). This extension is limited to one breakage claim during anyone Period of Insurance without loss of No Claim Discount or application of excess.

Following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and an additional premium paid.

**(C) STRIKE, RIOT AND CIVIL COMMOTION**

The word "strike, riot civil commotion" in General Exception 2 of this Policy shall not apply to any accident loss damage or liability directly caused by

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance
- (2) the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act

Provided that this indemnity shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:-

- (a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising/military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequence of any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

**EXCEPTIONS TO SECTION I**

The Company shall not be liable in respect of

- (a) loss of use or any consequential loss
- (b) depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakage
- (c) damage to tires unless damage is caused to other parts of the Motor Vehicles simultaneously in the same accident
- (d) loss of or damage to accessories or spare parts by burglary, housebreaking, or theft unless the Motor Vehicle is stolen at the same time
- (e) loss of or damage to the Motor Vehicle as a result of burglary, housebreaking, or theft directly or indirectly caused or brought about by or with the connivance of any cohabitant or member of the Insured's or driver's household or business staff or any servant of the Insured or driver
- (f) willful misconduct of the owner or driver or of any employee or household member of the owner or driver.
- (g) flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature.

In respect of each and every claim under Section I of this Policy, the following limitations shall apply. The expression "claim" shall mean claim or series of claims arising out of one cause in connection with the Motor Vehicle.

- (A) Vehicle Excess  
Each and every claim ..... As Per Schedule
- (B) Driver Excess  
Any vehicle whilst being driven or under the control of any person who is at the time of the accident
  - (a) (i) Under 21 years of age ..... US \$100.00 Excess Any Claim
  - (ii) Holders of Provisional Driving License (irrespective of age) ..... US \$100.00 Excess Any Claim
  - (b) 21 years and under 26 years ..... US \$ 50.00 Excess Any Claim

Provided that any excess applicable under B(a) or (b) shall be cumulative to that under (A). If any expenditure incurred by the Company includes any amount for which the Insured is responsible for, such amount shall be repaid by the Insured to the Company forthwith.

**PROVISIONS TO BE APPLIED TO SECTION I**

**1. Inspection of damage due to an accident**

Whenever damage occurs to the Insured's Motor Vehicle under this Policy, the Insured shall have the vehicle parked at a repairer agreed by the Company. Then, the Company will conduct a joint inspection in the presence of the Insured or his representative in order to ascertain the cause and the extent of the damage to the Motor Vehicle.

**2. Claim procedure in the event of burglary, housebreaking or theft**

Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Section, the Insured shall:

- (a) give notice to the police and render all reasonable assistance in aiding the discovery and punishment of any guilty person and in the tracing and recovering the property

- (b) give notice thereof to the Company within 24 hours of the incident and provide in writing within seven (7) calendar days thereafter to the Company a detailed claim and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss or damage not notified to the Company within seven (7) calendar days of its occurrence.

**3. Cooperation Clause**

In the event of a claim being made against the Company under this Policy:

- (a) the Insured shall satisfy the Company by such evidence as it may reasonably require that the loss or damage claimed for has actually arisen from one of the causes insured against
- (b) the Company may at any time at its own expense use all legal means in the name of the Insured for recovery of the Motor Vehicle lost and the Insured shall give all reasonable assistance for that purpose
- (c) where the Insured's Motor Vehicle remains untraced after a lapse of two months, the Company shall pay the full indemnity to the Insured. If after the indemnification has been effected the missing vehicle is found, the Company shall have the right to acquire possession thereof.

**SECTION II - LIABILITY TO THIRD PARTIES**

1. The Company will indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
  - (a) death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Insured.
  - (b) damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household.
  - (c) the driving of the Insured of any private Motor Vehicle other than those hired (under a hire agreement or otherwise) to him or his employer or his partner.
2. The Company will subject to the Limits of Liability indemnify any Authorized Driver who is driving the Motor Vehicle against all sums including claimant's costs and expenses which such Authorized Driver shall become legally liable to pay in respect of
  - (a) death or bodily injury to any person.
  - (b) damage to property other than property belonging to the Authorized Driver or held in trust by or in the custody or control of the Authorized Driver.

where such death or bodily injury or damage arises out of accident caused by or arising out of the use of the Motor Vehicle.

Provided that such Authorized Driver

- (i) is not entitled to indemnity under any other Policy.
  - (ii) shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply.
- (c) in the event of the death of the Insured
- (i) any member of the Insured's family, or a paid driver who has been driving the car during the lifetime of the Insured and permission to drive had not been withdrawn prior to the death of the Insured; and
  - (ii) any other person who has been given permission to drive the Motor Vehicle prior to the death and such permission had not been withdrawn by the Insured.
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy insofar as they can apply.
  4. The Company will pay all costs and expenses incurred with its written consent.
  5. The Company may at its own option
    - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
    - (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
  6. Subject to the Limits of Liability stated herein, the Company may at the request of the Insured arrange and pay for legal services for defence of any charge of causing death by driving the Motor Vehicle other than murder which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be the subject of indemnity under this Section.

**7. LEGAL LIABILITY OF PASSENGER FOR ACTS OF NEGLIGENCE**

The company will indemnify in terms of Section II of this Policy any person mounting into dismounting from or traveling in the Motor Vehicle such person being hereinafter called "the Passenger"

Provided that the Passenger

- (i) is not driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving
- (ii) is not entitled to indemnity under any other Policy
- (iii) shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply

**EXCEPTIONS**

The Company shall not be liable in respect of –

- (a) death of or bodily injury to any person in the employment of the Passenger where

such death or bodily injury arises out of or in the course of such employment

- (b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motor Vehicle.

**EXCEPTIONS TO SECTION II**

The Company shall not be liable to pay for

- (a) Compensation for damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Kingdom of Cambodia.
- (b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Kingdom of Cambodia.

**LIMITS OF LIABILITY**

- (a) Limit of the Company's liability in any one accident or series of accidents arising out of one event during the Policy Period in aggregate, subject to limits (b), (c) and (d) hereunder ..... US \$100,000.00
- (b) Limit of the Company's liability in case of any one victim per accident in respect of death or bodily injury ..... US \$ 10,000.00
- (c) Limit of the Company's liability in case of any one accident in respect of material damage to third party's property ..... US \$10,000.00
- (d) Limit of the Company's liability under 5(a), 5(b) and 6 in respect of legal services for defence in the event of any charge ..... US \$1,500.00

**NO CLAIM DISCOUNT**

In the event of no claim being made or arising under this Policy during a Period of Insurance immediately preceding the renewal of this Policy, the renewal premium shall be reduced as follows:

PERIOD OF INSURANCE	DISCOUNT
The preceding year .....	10%
The preceding two consecutive years .....	20%
The preceding three consecutive years .....	30%
The preceding four consecutive years .....	40%
The preceding five or more consecutive years .....	50%

If at the time of a claim the No Claim Discount is 40% or 50%, the No-Claim Discount shall be reduced to 10% or 20% respectively at the next renewal of the Policy; if the No Claim Discount is 30% or less, then the whole No Claim Discount shall be rescinded at the next renewal of the Policy.

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

If the Company shall consent to a transfer of interest in this Policy, the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee

If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate policy has been issued in respect of each such Motor Vehicle.

**GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

1. any accident loss damage or liability caused sustained or incurred
  - (a) outside the Geographical Area
  - (b) whilst any Motor Vehicle in respect of which indemnity is provided by this Policy is
    - (i) being used otherwise than in accordance with the Limitations as to Use as stated in the Certificate of Insurance.
    - (ii) being driven by or is for the purpose of being driven for any person other than an Authorised Driver
    - (iii) being driven by the Insured or by any person on the order of or with the permission of the Insured whilst under the influence of alcohol or drugs.
    - (iv) being used or driven when it is not registered under the Land Transport Act or any Act Legislation or statutory law or when its registration under the Land Transport Act has been cancelled.
2. any accident, loss, damage or liability (except so far as is necessary to meet the requirement of the legislation) directly or indirectly, proximately or remotely occasioned by, contributed to or by or traceable to or arising out of or in connection with invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
3. any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
4. (a) any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to or by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission or fusion.
5. any accident, loss damage or liability directly or indirectly caused by or contributed to or by or arising from nuclear weapons material.

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

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

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

7. Notwithstanding any provision to the contrary in the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure:

- (i) Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data,
- (ii) Error in creating, amending, entering, deleting or using electronic data, or
- (iii) Total or partial inability or failure to receive, send, access or use electronic data for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

Electronic data means facts, concepts and information, converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

(b) However, in the event that a peril listed below (being a peril insured by this Policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all its provisions, will insure:

- (i) physical loss of or damage or destruction to insured directly caused by such listed peril and/or
- (ii) consequential loss insured by this policy

Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this Policy but not for this exclusion) causes any of the matters described in paragraph (a) above fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freezing, weight of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, or theft of electronic data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such electronic data.

(c) For the purposes of the basis of settlement provision in this Policy, computer systems records includes electronic data as defined in paragraph (a) above.

## GENERAL CONDITIONS

### 1. Interpretation

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

### 2. Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

### 3. Reasonable Precautions

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

### 4. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately when the Insured shall have knowledge of any impending prosecution, inquest, fatal enquiry or offer of composition in connection with any such occurrence. In case of theft or other criminal act which give rise to a claim under this Policy, the Insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.

### 5. Claims

No admission, offer, compromise or payment shall be made by or on behalf of the Insured without the written consent of the Company which it shall be entitled to if it so desired to take over and conduct in its name the defence or settlement of any claim

or to prosecute in its name for its own benefit any claim and the Insured shall give all such information and assistance as the Company may require.

### 6. Cancellation

This insurance may be terminated at any time at the request of the Insured (provided no claim has arisen during the then current Period of Insurance), in which case the Company will refund 90% of the premium for the unexpired term from the date of cancellation. This insurance also may be terminated at the option of the Company by sending seven days notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation.

### 7. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (i) of Section II – 2 of this Policy.

### 8. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Unless any such action or suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

### 9. Observance

The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 10. Premium Warranty Clause

Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to Clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the company, the registered broker or registered agent through whom this policy was effected:-

- (a) when the period of insurance is 30 days or more, within **THIRTY (30)** days from the:
  - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (ii) EFFECTIVE date of the coverage stated on each Endorsement, if any, issued under the Policy, Renewal Certificate, or Cover Note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement; or
  - (iii) ISSUANCE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before the issuance date;

**OR**

- (b) where the total premium under any single Policy exceeds US\$30,000/- and the company has allowed payment of the premium by instalments, within **THIRTY (30)** days from the:
  - (i) INCEPTION date of the cover under the Policy, Renewal Certificate or Cover Note for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable and
  - (ii) EFFECTIVE date of coverage of any Endorsement issued under such Policy, for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable;

**OR**

- (c) when the period of insurance is **LESS** than **THIRTY (30)** days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.

In the event any of the above mentioned premium is not paid in full to the company, registered broker or registered agent as described above in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the company will be entitled to a pro-rata time on risk premium subject to minimum of US\$50/-