

# Forte

## General Insurance



**បណ្ណសន្យារ៉ាប់រងរថយន្តឯកជន**  
**PRIVATE VEHICLE INSURANCE**

**Live with  
confidence.**

## A. Our agreement

You, as the insured, have applied to us, Forte Insurance (Cambodia) Plc for the insurance shown in this policy and have paid or agreed to pay the premium for that insurance.

This policy will apply to the events which happen during the period of insurance and cover will depend on the terms, exceptions and conditions in this policy. The people, or classes of people, entitled to drive and the limits of use shown in the certificate of insurance will also form part of this policy.

This policy has been signed on behalf of Forte Insurance (Cambodia) Plc by:



Youk Chamroeunrith  
Group Chief Executive Officer

## B. Definitions

Words or expressions defined here have the same meaning wherever they appear in the policy.

**Accessories** - all audio, video and other standard equipment fitted into the car by the manufacturer or distributor at the time your vehicle was originally bought. These standard fittings are covered under the policy. We will not cover any future additions unless you tell us about them and we agree. You may have to pay an extra premium for these accessories.

**Act of terrorism** - an act by any person or group, committed for political, religious, ideological or similar purposes, with the aim of influencing any government or to put the public, or any section of the public, in fear. The act of terrorism may or may not involve using force or violence, conventional weapons, biological or chemical agents.

**Application form** - the filled-in application form signed by you for a motor insurance policy. This is also known as the proposal form or proposal.

**Authorized driver** - any person who is not named in the schedule or certificate of insurance but who you have authorized to drive your vehicle.

**Criminal action** - an action or suit led by the prosecution to convict and punish someone for a crime.

**Excess** - the amount of the claim you will have to pay for each accident. The excess is shown in your policy schedule or certificate of insurance. The excess is sometimes referred to as the deductible.

**Endorsement** - a clause under which we may change the cover we provide. Any endorsement which applies to your policy is shown in the schedule or the certificate of insurance.

**Inquest** - an inquiry led by a judge to check the facts relating to an incident, such as a death.

**Limits of use** - the usage condition under which your vehicle is covered by the policy. Limits of use are shown in part 5 and 6 of the certificate of insurance.

**Market value** - the cost of replacing your vehicle with one of the same make and model which is in a similar condition and age as yours was, and which is currently available immediately before the date of the loss or accident.

**Penalty or fine** - the money paid to the authority or police as a punishment for a crime or other offense.

**Period of insurance** - the period of insurance which your vehicle is insured for under this policy as shown in the schedule or certificate of insurance.

**Policy** - this policy, your application form, your declarations, the schedule, the certificate of insurance and any endorsements we have issued under this policy.

**Policyholder, insured, you or your** - the person named in the certificate of insurance and under whose name this policy has been issued.

**Policy schedule** - the document that shows details of your policy including the type of insurance you have bought, benefits, cover, premium, deductible or excess, and any special terms that were agreed at the start of the policy.

**Punitive damages** - the damages awarded on top of actual damages if the defendant acted recklessly or maliciously. The aim of the damages is to punish the person responsible as an example to others.

**Strike, riot, civil commotion** - the act of any person taking part in any disturbance of the public peace whether in connection with a strike or lock-out.

**Sum insured** - the maximum amount we will pay for a claim for loss or damage to your vehicle.

**Third parties** – anyone else who is not part of this contract.

**Traffic offense** – breaking a traffic law and the guilty person has been fined or punished by the police.

**We, our, us or Forte Insurance**

– Forte Insurance (Cambodia) Plc.

**War, invasion, revolution or similar events**

– war refers to hostile conflict by armed forces, carried on between nations, states, or rulers, or sometimes between groups within the same nation or state. Invasion refers to taking over a country or area using force or violence. Revolution refers to overthrowing a government, usually, resulting in fundamental political change.

**Windscreen** – front, side, rear back and quarter glass but not the sunroof or any glass roof or side rear-view mirrors of the vehicle.

**Your vehicle** – the vehicle described in the schedule or certificate of insurance.

## C. What the policy covers

### Section 1 – Your vehicle

#### 1. Loss or damage

We will insure you against accidental loss or damage to the motor vehicle (and its accessories and spare parts while on the vehicle) that happens in Cambodia.

We may decide to pay in cash the amount of the loss or damage or may repair, reinstate or replace the motor vehicle or any part of it, or its accessories or spare parts.

We will pay up to the value of the parts which are lost or damaged and the reasonable cost of fitting those parts. We will pay up to the current market value of the motor vehicle at the time of the loss or damage and no more than your estimate of the market value as shown in the schedule.

#### 2. Protecting and removing the vehicle after the accident

If the motor vehicle cannot be driven because of loss or damage insured under this policy, we will pay the reasonable cost of protecting it and then removing it to the nearest repairers. We will then pay up to US\$150 to tow the vehicle to the repair shop.

#### 3. Replacement parts

We will pay you for loss or damage to the motor vehicle, its accessories or spare parts by getting replacement parts or paying you in cash.

If we cannot get the replacement parts needed from stocks held in Cambodia, we will pay up to:

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agents in Cambodia, or the price last given by the manufacturer if the catalogue or price list is not available;
- (b) plus the reasonable cost of transport, other than by air, and import duty to Cambodia; and
- (c) plus the reasonable cost of fitting that part.

## 4. Extra benefits extension

### (A) Air-conditioning unit, car radio, cassette player and CD player

Your estimate of the market value, including accessories and spare parts, shown in the policy schedule will include the air-conditioning unit and the built-in radio, cassette or CD player. For loss or damage, we will pay up to the actual cost of repair. Or, for a total loss, we will pay up to the full replacement value.

You can claim once under this benefit during any one period of insurance without losing your no-claim discount or paying the excess.

### (B) Glass in windscreen or windows breaking

We will extend the cover provided by section 1 of this policy to any claim you make for the cost of repairing or replacing any glass in the windscreen or in the windows of the motor vehicle after it is chipped or broken (as long as there is no further damage to the motor vehicle). You can make one claim under this benefit during any one period of insurance without losing your no-claim discount or paying the excess.

After we have paid a claim, the benefit under this extension (A) or (B), or both, will end unless you decide to reinstate it and pay an extra premium.

### (C) Strike, riot and civil commotion

The exclusion relating to strike, riot and civil commotion in General exception 2 of this policy will not apply if you buy this extension. As a result we will pay a claim under this extension for loss or damage caused by:

- strike, riot and civil commotion; or
- the action of any legal authority to suppress or try to suppress this disturbance.

However, this cover will not apply to any accident, loss, damage or liability (unless this is necessary to meet the requirements of any law) connected with:

- war, revolution, invasion or any similar event; or
- any act of terrorism.

If you make a claim under this benefit, you must prove that the loss, damage or legal responsibility was not connected with, or caused by, any of these events. We will pay the claim only if you can provide this proof.

### Exceptions to Section I

We will not be legally responsible for the following:

- (a) Any loss of use or any consequential loss.
- (b) Loss in value, wear and tear, mechanical or electrical breakdowns, failures or breakage.
- (c) Damage to tires unless the damage is caused from the same accident and at the same time to other parts of the motor vehicle.
- (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 by or with the agreement of any member of your or the driver's household, business staff or servant.
- (f) Deliberate 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 natural disaster.

For each claim (or series of claims arising out of one cause in connection with the motor vehicle) under section I of this policy, the following limits will apply for any claim.

Excess	Amount
(A) Vehicle excess	as shown in schedule
(B) Driver excess	
(a) driver under 21 years of age or driver holding a provisional driving license whatever the age	\$100
(b) driver 21 years and under 26 years of age	\$50

Anyone over the age of 26, as long as they hold a full driving license, will not pay a driver excess. Any excess which applies under (B) (a) or (b) above will be added to the excess shown under

(A). If we pay out anything which includes an amount which represents the excess that you are responsible for, we will tell you to repay the excess to us immediately.

### Conditions which apply to Section I

#### 1. Inspecting damage due to an accident

Whenever damage happens to your motor vehicle, you must have the vehicle parked at a repairer we agree to. We will then carry out a joint inspection with you or your representative to check on the cause and the extent of the damage to the motor vehicle.

#### 2. In case of burglary, housebreaking or theft

As soon as you know about any event which will give rise, or is likely to give rise, to a claim under this section, you must:

- (a) tell the police and give them all reasonable help they need in finding and punishing the guilty person and in tracing and recovering the property; and
- (b) tell us within 24 hours about the incident and give us in writing, within seven calendar days, a detailed claim. You must also give us all proof and details we will reasonably need.

We will not be legally responsible for any loss or damage you do not tell us about within seven calendar days of it happening.

#### 3. Co-operation

If you make a claim under this policy:

- (a) you must give us any evidence we may reasonably need to show that the loss or damage claimed for has actually arisen from one of the causes we insure;
- (b) we may use all legal means, in your name, to recover the lost motor vehicle and you will give us all reasonable help we need for that purpose (we will pay any costs involved in doing this); and
- (c) if your motor vehicle cannot be traced after two months, we will pay you the market value of the vehicle at the time of the loss. This will not be more than the sum insured, less the deductible, as shown in the policy schedule. If after doing this, the missing vehicle is found, we will keep it.

### Section 2 – Your legal responsibility to others (third parties)

1. We will insure you for an accident caused by or arising out of using your motor vehicle against all amounts, including claimant's costs and expenses you legally have to pay for:

- (a) death of or bodily injury to any person unless their death or injury arises out of and in the course of their employment by you; or
  - (b) damage to property other than property belonging to you or held in trust by you or any member of your household.
2. Depending on the limits of cover we provide, we will insure any authorized driver who is driving the motor vehicle to cover all amounts, including claimant's costs and expenses, which they legally have to pay for:
- (a) the death or bodily injury of any person; or
  - (b) damage to property other than property belonging to the authorized driver or held in trust by them.
- This applies if the death, bodily injury or damage arises out of an accident caused by or arising out of using the motor vehicle.
- However, the authorized driver must not be entitled to cover under any other policy and keep to all the terms of this policy as far as they apply.
- (c) If you die, this cover will apply to:
    - any member of your family, or a paid driver who has been driving the car during your lifetime as long as you had not withdrawn your permission for them to drive before your death; and
    - any other person who you have given permission to drive your motor vehicle before your death and you had not withdrawn your permission.
3. If any person entitled to cover under this section dies, we will provide the same cover to their personal representatives as long as they keep to the terms of this policy (in the same way as the person insured) as far as they can apply.
4. We will pay all costs and expenses you pay or agree to pay with our written permission.
5. We may decide to:
- (a) arrange for representation at any inquest of fatal inquiry for any death which we may cover under this section; and
  - (b) defend proceedings in any court for any act or alleged offence causing or relating to any event which we may cover under this section.
6. Depending on the limits of cover in the policy, if you ask, we may arrange and pay for legal services to defend any charge of causing death by driving the motor vehicle (but not

murder) which may be brought against you or any other person who is driving with your permission. This will apply to any death which we cover under this section.

7. Legal responsibility of passengers for negligence

Under section 2 of this policy, we will cover any passenger getting into or out of or traveling in the motor vehicle.

We will provide cover as long as the passenger:

- is not driving the motor vehicle or in charge of the motor vehicle for the purpose of driving;
- is not entitled to cover under any other policy; and
- keeps to the terms of this policy as far as they apply.

We will not be legally responsible for:

- death of or bodily injury to any person employed by the passenger, if the death or bodily injury arises out of or in the course of their employment; or
- damage to property belonging to or held in trust by you or the passenger or being carried in the motor vehicle.

**Exceptions to Section 2**

We will not be legally responsible for:

- (a) compensation for damages for judgments which are not first delivered by or received from a court in the Kingdom of Cambodia; or
- (b) costs and expenses of legal action recovered by any claimant from you which are not recoverable in the Kingdom of Cambodia.

**Limits of cover for Section 2**

The most we pay for:

- (a) any one accident or series of accidents for one event during the policy period, depending on the limits (b), (c), (d) below, is US\$100,000 in total;
- (b) any one victim for each accident in terms of death or bodily injury is US\$10,000;
- (c) damage to someone else's property for each accident is US\$10,000; and
- (d) for the legal services in section 2 part 5 and 6 to defend any charge is US\$1,500.

**D. General information**

**No-claim discount (NCD)**

If you do not make a claim under this policy, we will give you a discount on your premium when you renew your policy as follows.



Number of years without a claim	Discount
One year	10%
Two years	20%
Three years	30%
Four years	40%
Five years or more	50%

If you make a claim under the policy, we will reduce the discount as follows.

Current discount	Discount after one claim
50%	20%
40%	10%
30% or less	0%

If you make more than one claim during any one period of insurance, we will reduce your no-claim discount to zero. You cannot transfer the no-claim discount to someone else. If there is more than one motor vehicle described in the schedule, the no-claim discount will apply separately to each motor vehicle.

### Geographical area

The Kingdom of Cambodia

### E. General exceptions

We will not cover the following:

- Any accident, loss, damage or legal responsibility caused or suffered:
  - outside Cambodia; or
  - while any motor vehicle we cover under this policy is:
    - used outside the limits of use as shown in the certificate of insurance;
    - not driven by you or an authorized driver;
    - driven by you or an authorized driver while under the influence of alcohol or drugs;
    - used or driven when it is not registered under the traffic laws of Cambodia; or
  - while you or your authorized driver does not have a valid driving license at the time of the accident. A valid driving license is one that has not expired, and is registered for the right type of vehicle, and is legally appropriate for the age of the driver.
- Any accident, loss, damage or liability (unless insurance is needed to meet the requirement of those laws) directly or indirectly caused by, or as a result of:
  - war, invasion, revolution or any similar event; or
  - strike, riot or civil commotion.

If you make a claim under this insurance, you would have to prove that any loss, damage or

legal responsibility was not connected to any of the events shown above.

We will pay the claim only if you can provide this proof.

- Any legal responsibility that you have agreed to take on under an agreement, which you would not otherwise have if the agreement did not exist.
- Any loss, damage, injury or death caused by or arising from:
  - radioactivity;
  - using any nuclear fuel, material or waste; or
  - any nuclear fuel, material, or waste escaping.
- Any loss, damage, injury or death caused by or arising from:
  - an act of terrorism or any related act; or
  - any action by a legal authority to suppress terrorism or any related act.
- Any loss or damage related to electronic data, programs or software.
- Any loss or damage caused by or arising from criminal liability, civil penalties, fines, traffic offenses, or punitive damages.
- An accident which is not reported to us within 24 hours from the time of the accident.

### F. General conditions

#### 1. The contract

You should read this policy and the schedule together as one contract. Any defined terms will have the meanings shown in the Definitions.

#### 2. Notice

Every notice or communication to be given or made under this policy must be delivered in writing to us.

#### 3. Reasonable precautions

You must take all reasonable steps to protect the motor vehicle from loss or damage and to keep it in an efficient condition. You must give us access to examine the motor vehicle or any part of it or speak to any of your drivers or employees. If there is an accident or breakdown, you must not leave the motor vehicle unattended without taking proper precautions to prevent further loss or damage. If the vehicle is driven before the necessary repairs are carried out, we will exclude any further damage to the motor vehicle from the insurance we provide.

#### **4. Telling us about accidents**

If there is any event which may give rise to a claim under this policy, you must give us notice, including full details, as soon as possible. You must send every letter, claim, writ, summon and process to us as soon as you receive them. You must also tell us immediately if you are aware of any impending prosecution, inquest, fatal enquiry or offer of composition in connection with any event. In case of theft or other criminal act which gives rise to a claim under this policy, you must immediately tell the police and cooperate with us in convicting the offender.

#### **5. Claims**

You must not admit any responsibility or make any offer, compromise or payment without our written permission. We can take over, in your name, defending or settling any claim or we can prosecute, in our name and for our benefit, any claim. You must give us all the information and help we may need.

#### **6. Cancellation**

You may end this insurance at any time (as long as no claim has arisen during the current period of insurance). If you do this, we will refund 90% of your premium for the term of insurance left to run under the policy. We may also end this insurance by sending you seven days' notice by registered letter to you at your last-known address. If we do this, we will repay you a percentage of the premium which relates to the period still left to run under the policy.

#### **7. Other insurance**

If at the time any claim arises under this policy you have any other insurance covering the same loss, damage or legal responsibility, we will not pay more than our share of any claim. If at the time of accident, your authorized driver has another policy covering the same loss, damage or legal responsibility, we will not pay any share of the claim.

#### **8. Arbitration**

If you disagree with the amount we will pay under this policy (if we have admitted we are legally responsible for the claim), we will refer the matter to an arbitrator to be appointed in line with the legal conditions which are then currently in force. The arbitrator will have to make a decision before you can take any further action against us. Unless you begin taking any action within six months of the arbitrators making an award, we will not be

legally responsible for making any payment over the amount of the award.

#### **9. Premium warranty**

Before we pay any claim under this policy, we or our registered agent must receive the total premium due within 30 days from the start date of the insurance.

If the total premium for a single policy is more than US\$30,000, you can pay in installments. We or our registered agent must receive the first installment within 30 days of the start date of insurance. We must then receive future installments on the agreed dates they are due. If we do not receive the premium in full within the time given (the 'premium warranty period'), we will treat it as the cover ending from the end of the premium warranty period. We will have no further legal responsibility to you apart from any claim which arose before that date. We will also be entitled to claim a premium for the time you were covered with a minimum charge of US\$50.

#### **10. Keeping to the terms of the policy**

It is a condition that we will only make a payment under this policy if the statements or answers you have given in the proposal are all true. Also, you must keep to all terms and conditions of this policy. If not, you may not receive any benefit from this policy.

————— END —————

# Forte

## General Insurance



[www.forteinsurance.com](http://www.forteinsurance.com)

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ព្រះមុនីវង្ស សង្កាត់វត្តភ្នំ ខណ្ឌដូនពេញ រាជធានីភ្នំពេញ | Vattanac Capital, Level 18, No. 66 Monivong Blvd,  
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ព្រះរាជាណាចក្រកម្ពុជា | City, Kingdom of Cambodia