

Forte General Insurance



បណ្ណសន្យារ៉ាប់រងទោចក្រយានយន្ត
MOTORCYCLE INSURANCE

**Live with
confidence.**

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein 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.

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 and deemed to form part of this Policy

GEOGRAPHICAL AREA:

The Kingdom of Cambodia

SECTION I - LOSS OR DAMAGE

1. The Company will indemnify the Insured against loss or damage to the Motor Vehicle and its accessories and spare part whilst thereon
 - (a) by accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
 - (b) by fire, external explosion, self-ignition or lightning or burglary, housebreaking or theft
 - (c) by malicious act
2. 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 thereof 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 Insured's estimate of value

stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.

3. 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\$50.00.

EXCEPTIONS TO SECTION I

The Company shall not be liable in respect of:

- (a) consequential loss or depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages
- (b) damage to tyres unless the Motor Vehicle is damaged at the same time
- (c) loss of or damage to accessories or spare parts by burglary, housebreaking or theft Unless the Motor Vehicle is stolen at the same time
- (d) 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.
- (e) willful misconduct of the owner or driver or of any employee or household member of the owner or driver
- (f) the first US\$.....(as per schedule) in respect of each and every event (or any expenditure which may be incurred) of any expenditure for which provisions is made thereunder.

If any expenditure incurred by the Company shall include any amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this clause, the expression "event" shall mean an event or series of Events arising out of one cause in connection with the Motor Vehicle.

PROVISIONS TO BE APPLIED TO SECTION I

1. Inspection of damage due to an accident: Whenever damages occur 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. 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 before 24 hours and in writing within seven days thereafter deliver 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 days of its occurrence.

3. Cooperation Clause

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

- (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 any of the vehicle lost and the Insured shall give all reasonable assistance for that purpose
- (c) where the Insured's motor Vehicle remains untrace 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 the accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading 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
 - (b) damage to property
2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver
 - (i) shall as though he or she were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
 - (ii) is not entitled to indemnity under any other Policy
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 representative in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil 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. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insure
6. 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

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of:

- (a) death of or bodily injury to any person being carried in or entering or getting on to or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises

- (b) death, bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
- (c) death, bodily injury or damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
- (d) damage to property belonging to held in trust by or in the custody of or control of the Insured or a member of the Insured's household or being conveyed by the Motor Vehicle

LIMITS OF LIABILITY

- (a) Limit of the amount of the Company's liability in case of any one accident or series of accidents arising out of one event and during the Policy period in aggregate, subject to limits (b), (c) and (d) hereunder: US\$ 50,000.00
- (b) Limit of the amount of the Company's liability in case of any one victim per accident in respect of death or bodily injury: US\$ 5,000.00
- (c) Limit of the amount of the Company's liability in case of any one accident in respect of material damage to third party's property: US\$ 5,000.00
- (d) Limit of the amount of the Company's liability under 6(a) and 6(b) in respect of legal service 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 specified below 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.....	15%
The preceding three or more consecutive years	20%

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 had 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
 - (ii) being driven by or is for the purpose of being driven by him in the charge of 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 intoxicating liquor or drugs.
2. any accident, loss or 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 flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, 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 by or contributed to by 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 an agreement but which would not have attached in the absence of such agreement.
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

5. (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 arising from ionising 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.
6. any accident, loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

7. SABOTAGE AND TERRORISM EXCLUSION

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.

8. CYBER RISK EXCLUSION

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.

CONDITIONS

1. 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. Every notice of communication to be given or made under this Policy shall be delivered in writing to the Company.
3. 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 precaution 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. In the event of any occurrence which may give rise to the 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 should the Insured 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 may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
5. No admission offer of payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings
6. At any time after the happening of any event giving rise to a claim or series of claims under Section II - 1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II-1(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
7. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his or her last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy maybe cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.
8. 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 Conditions shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (ii) of Section II- 2 of this policy.

9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in the difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. The due observance and fulfilment 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.

11. Premium Warranty Clause

I. 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\$30,000.00 and the Company has allowed payment of that premium by installments, within THIRTY (30) days from the:

- (i) INCEPTION date of the cover under the Policy, Renewal Certificate or Cover Note for the first installment and thereafter from the agreed dates on which the subsequent installments become payable and
- (ii) EFFECTIVE date of coverage of any Endorsement issued under such Policy, for the first installment and thereafter from the agreed dates on which the subsequent installments 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.

II. In the event any of the abovementioned 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 a minimum of US\$50.00.

_____ END _____

Forte

General Insurance



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អគាររដ្ឋប្រឹក្សា: កាតីតាល់ ជាន់ទី ១៨ អគារលេខ ៦៦ មហាវិថី
ព្រះមុនីវង្ស សង្កាត់វត្តភ្នំ ខណ្ឌដូនពេញ រាជធានីភ្នំពេញ | Vattanac Capital, Level 18, No. 66 Monivong Blvd,
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ព្រះរាជាណាចក្រកម្ពុជា | City, Kingdom of Cambodia