

## 1. COVER

In consideration of the payment of premium and the due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured Person and subject to the terms, conditions, exclusions and memoranda contained herein or contained in the Certificate of Insurance, if any of the Insured Person is diagnosed Positive with COVID-19 by the laboratory authorized and appointed by the Ministry of Health Cambodia during the Period of Insurance within the Kingdom of Cambodia, INSURER will pay the Benefit to the Hospital.

## 2. DEFINITIONS

**“Any One Disability”** shall mean all disabilities arising from the same cause including any and all complications therefrom as well as concurrent disabilities from different causes during the same hospital confinement, except that after fourteen (14) days following the latest discharge from Hospital, a subsequent disability from the same cause shall be considered as a new disability.

**“Benefit”** shall mean the benefits specified in the Schedule of Benefits shown in Certificate of Insurance.

**“COVID-19”** shall mean coronavirus disease (COVID-19) caused by a new strain of coronavirus named severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and/or as per latest definition defined by World Health Organization (WHO) and/or as per as per latest definition defined by Ministry of Health Cambodia.

**“Hospital”** shall mean the hospitals and/or treatment centers authorized and appointed by the Ministry of Health Cambodia to provide hospital services and treat the patient who is diagnosed with COVID-19.

**“Emergency”** shall mean an injury or illness that is acute, poses an immediate risk to a person’s life or long term health and requires immediate medical intervention which the Insured Person secures after the onset of such condition (or as soon thereafter as care can be made available, but in any case not any later than twenty-four (24) hours after the onset).

**“Insured Person”** shall mean Insured Person as stated in the Certificate of Insurance.

**“INSURER”** shall mean Forte Insurance (Cambodia) Plc.

**“Intensive Care Unit”** shall mean a section within a Hospital which is designated as an Intensive Care Unit by a Hospital, is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

**“Necessary and Reasonable Charges”** shall mean charges incurred in respect of medical service or treatment provided which is appropriate and consistent with the diagnosis and which, in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person’s medical condition; and that such charges shall not exceed the general level of charges made by other providers in the same locality for such services or supplies.

**“Period of Insurance”** shall mean the period as specified in the Certificate of Insurance and coverage shall commence from the date of arrival to the Kingdom of Cambodia and shall terminate on the expiry date shown in the Period of Insurance or upon the Insured Person’s leave the Kingdom of Cambodia whichever occurs first.

**“Policy”** shall mean Certificate of Insurance, this agreement, any supplementary contracts, endorsements, or attachments therein, any amendments thereto signed by INSURER and the Insured which together constitute the entire contract between the parties.

**“Registered Medical Practitioner”** shall mean only a person qualified by degree in Western medicine and legally authorized in the geographical area of his practice to render medical and surgical services excluding a medical practitioner who is the Insured Person, or the spouse or lineal relative of the Insured Person.

A masculine personal pronoun as used herein includes the feminine, wherever the context requires.

## 3. BENEFITS

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| <p><b>a) Daily Room and Board</b></p> | <p>A benefit shall be payable when, upon recommendation of a Registered Medical Practitioner, an Insured Person is diagnosed with COVID-19 and is registered as an in-patient in a Hospital. The amount of benefit shall be equal to the actual room &amp; board inclusive of meal charges made by the Hospital during the Insured Person’s confinement provided that in no event shall the benefit exceed for any one day the rate of Ordinary Room benefit or the maximum number of days for Any One Disability as set forth in the Certificate of Insurance.</p> <p>Where an Insured Person warded in the Intensive Care Unit of a Hospital, a benefit equals to the charges actually made by the Hospital shall be payable including special nursing services and all the medical equipment and supplies used while an Insured Person warded in the Intensive Care Unit provided that in no event shall the benefit exceed for any one day the rate of “Intensive Care Unit” benefit or the maximum number of days for Any One Disability as set forth in the Certificate of Insurance.</p> |
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| b) <b>COVID-19 Test</b>                   | If a benefit is payable under <b>Daily Room and Board</b> , INSURER shall also pay in respect of Necessary and Reasonable Charges for COVID-19 Test which are advised by the Registered Medical Practitioner during the treatment period of COVID-19 provided that in no event shall the benefit for any one COVID-19 Test exceed the maximum benefit of Test unit costs and the number of maximum number of Test set forth in the “ <b>COVID-19 Test</b> ” benefit as shown in the Certificate of Insurance.                                                                                                                                                                                                                                                                                                                                                                                      |
| c) <b>Hospital Miscellaneous Services</b> | If a benefit is payable under <b>Daily Room and Board</b> , INSURER shall also pay a Services benefit in respect of Necessary and Reasonable Charges made by the Hospital for a provision of Hospital Miscellaneous Services which are normally given by the Hospital, provided that in no event shall the benefit exceed for any one day the maximum limit set forth in “ <b>Hospital Miscellaneous Services</b> ” benefit as shown in the Certificate of Insurance.<br><br>Hospital Miscellaneous Services covered under this Policy include: <ul style="list-style-type: none"> <li>• Drugs, Medications, Dressings, Ordinary Splints, Plaster Casts, and Intravenous Infusions;</li> <li>• In-Hospital Physician’s fee and Nurse’s fee;</li> <li>• The cost of Blood or Blood Plasma and its Administration;</li> <li>• Physical Therapy;</li> <li>• Prescribed Take Home Medicines</li> </ul> |
| d) <b>Diagnostic Procedure</b>            | If a benefit is payable under <b>Daily Room and Board</b> , INSURER shall also pay in respect of Necessary and Reasonable Charges for diagnostic procedure other than COVID-19 Test which are advised by the Registered Medical Practitioner provided that in no event shall the benefit for any one Test exceed the maximum benefit of Test unit costs and the number of maximum number of Test set forth in the “ <b>Diagnostic Procedure</b> ” benefit as shown in the Certificate of Insurance.<br><br>Diagnostic Procedure covered under this Policy include: X-ray, Electrocardiograms, Basal Metabolism Test and other Laboratory Examinations and Tests, Ultrasound, Endoscopy and Biopsy, CT Scan and MRI Scan.                                                                                                                                                                           |
| e) <b>Emergency hospital transfer</b>     | If a benefit is payable under <b>Daily Room and Board</b> , in the event of a life-threatening emergency, when appropriate treatment is not available locally, INSURER shall also pay Evacuation Services to the Hospital in Phnom Penh provided the Evacuation Services fee is Necessary and Reasonable Charges made by the Hospital and or Evacuation Company appointed by INSURER within the Kingdom of Cambodia subject to the recommendation from the third party appointed by INSURER (ie. One of the well-known and credible hospital in Cambodia), provided that in no event shall the benefit exceed the maximum <b>Evacuation Services</b> benefit shown in the Certificate of Insurance.<br><br>For the purpose of this Policy, Evacuation include both ground and air ambulance. Evacuation services required Pre-authorization from INSURER.                                          |
| f) <b>Funeral Expenses</b>                | In the event of the death of an Insured Person due to COVID-19, INSURER shall also pay the benefit amount shown on the Certificate of Insurance under benefit “ <b>Funeral Expense</b> ”, to the Hospital.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| g) <b>Underlying Illness</b>              | If a benefit is payable under <b>Daily Room and Board</b> , INSURER shall also pay Necessary and Reasonable Charges made by the Hospital related to underlying illness which are pre-existing conditions provided that in no event shall the benefit exceed the maximum <b>Underlying Illness</b> benefit shown in the Certificate of Insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

#### 4. EXCLUSIONS

- a) A pre-existing condition means any injury or sickness for which an Insured Person or his Dependant (if applicable) received consultation, medical treatment, diagnosis, care or service; or took prescribed drugs or medicine prior to the effective date of insurance for that Insured Person. No benefit shall be payable under the Policy and supplementary contracts for pre-existing conditions unless provided under “**Underlying Illness**” benefit.
- b) The Insured Person was diagnosed COVID-19 Positive prior to the effective date of insurance.
- c) Any treatment for injury or sickness not related to COVID-19 unless provided under “**Underlying Illness**” benefit.
- d) Any cost related to or contributed by or as result of any quarantine or isolation whether or not required by the Government and/ or Ministry of Health Cambodia and/or any authorized body.
- e) Injures or sickness arising directly from war, declared or undeclared, or any warlike operation, strike, riots, civil commotion, invasion, nuclear or chemical contamination, terrorist acts, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power, or from full time military, naval or air services except national services reservist duty or training.
- f) Injuries and/or Illnesses and/or any costs resulting or arising from or occurring during the commission or perpetration of a violation of law by an Insured Person; All self-inflicted Illnesses or Injuries, suicide or attempted suicide, while sane or insane.

## 5. CLAIMS PROCEDURE

### NOTICE OF CLAIM

Written notice of sickness upon which claims may be based must be submitted by the Insured Person and/or Hospital to INSURER immediately of the commencement of such sickness covered by this contract. Failure to furnish notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as possible.

### PROOF OF CLAIM

Written proof of hospital confinement for which claim is made must be furnished to INSURER within fourteen (14) days after hospital discharge. Proof of Claim shall include a fully completed claim form supplied by INSURER, original copies of receipts and itemised bills in respect of hospital confinement for which claim is made.

### PAYMENT OF CLAIM

Payment of claims pertaining to the Insured Person will be made to the Hospital directly.

## 6. OTHER POLICY PROVISIONS

### CO-ORDINATION OF BENEFITS

When an Insured Person is entitled to benefits payable under the Workmen's Compensation Law, other group of individual insurance, any governmental program or insurance provided by any statute, the benefits payable under this Policy shall be limited to the balance of expenses not covered by benefits payable under the Workmen's Compensation Law or other insurance or that calculated from the Insurance Schedule, whichever is less.

### FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefit under this Policy INSURER shall have no liability in respect of such claim.

### MORE THAN ONE CERTIFICATE

The Insured Person shall not be insured under more than one COVID-19 Health Insurance Policy issued by INSURER. In the event of the Insured Person being insured under more than one such Certificate of Insurance, INSURER will consider the Insured Person to be insured under the Certificate which provides the largest amount of benefit. INSURER will refund any excess insurance premium payment which may have been made by the Insured.

### PREMIUM

During the Period of Insurance, the premium for insurance under this policy shall be based upon the Premium Rates shown in the Certificate of Insurance. Premiums shall be payable up front by the Insured Person as stated in the Certificate of Insurance.

### NON-RENEWABLE AND NON-CANCELLABLE

The Policy shall be non-renewable, non-endorseable and non-cancellable. The premium being fully earned once the Certificate of Insurance is issued.

### APPLICABLE LAW

This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the law of the Kingdom of Cambodia.

### DISPUTE RESOLUTION

All disputes between the Insured Person, Hospital and the INSURER, arising out of or in connection with this Policy, including the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be settled first through negotiations in good faith. If the parties fail to resolve a dispute by negotiations such dispute shall be submitted to Insurance and Pension Department of Ministry of Economy and Finance.