



## **FIRE INSURANCE POLICY**

In this Policy booklet, You will find all the information You need to know about the type of cover(s) available, our terms and conditions, and making a claim. Please read this booklet and make sure that You are satisfied with what We offer.

Unless We have already agreed to issue a cover note, insurance protection only begins when We receive and accept Your completed application form and You have paid or agree to pay Us the premium.

This booklet and the insurance Schedule We send You form Your legal contract with Us, so please keep them together in a safe place.

Please do not hesitate to contact Us if You have any questions about this Policy booklet or Your insurance cover.

### **IMPORTANT INFORMATION**

#### **Information about Your Policy**

This is the Policy wording. It tells You:

- what the Policy covers,
- what the Policy does not cover,
- how to make a claim, and
- other conditions.

Details of the insurance which are particular to You are shown on the Schedule which We send to You with the Policy wording. The date when Your insurance cover ends is particularly important. Please read this Policy carefully and retain it in a safe place.

#### **Your Duty of Disclosure**

The law requires You to tell Us everything You know (or could reasonably be expected to know in the circumstances) which is relevant to Our decision to insure You and the terms on which We insure You.

This duty applies before You enter into a contract with Us, that is, before We accept Your application and also before each time You alter or renew the policy. Each person named as the Insured has the same duty.

#### **Penalty for Non-disclosure**

If You do not tell Us everything that is relevant, We may:

- Reduce or refuse to pay a claim,
- Cancel Your Policy, or
- Invalidate the Policy from its beginning and not be bound by it if You act fraudulently.

#### **You don't need to tell us anything which:**

- Reduces the risk,
- Is common knowledge,
- We already know, or ought to know in the ordinary course of Our business, or
- We indicate We do not want to know.

If You are not sure that something is relevant, it is best to disclose it anyway. Also, be sure to notify us of any changes which affect Your Policy.

### Evidence of Value

Please retain receipts of purchase or proof of the value of all Property Insured by this Policy so that You can prove the amount of any loss if You have to claim under this Policy.

### Full Insurance - protect Your assets

It is Your responsibility to ensure adequacy of sums insured and You should re-assess these sums insured during the currency of the Policy and prior to renewal each year. If this is not done losses may not be paid in full.

### Preventing Our Right of Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss or damage which is covered by this Policy, We will not cover You under this Policy for that loss or damage.

### Third Party Interests

You must inform Us of the interests of all third parties (e.g. financiers, lessors) to be covered by this insurance. We will protect their interests only if You have informed Us of them and We have noted them on the Schedule.

## DEFINITIONS

1. **We/Us/Our** refer to Etiqa General Insurance (Cambodia) Plc.
2. **You/Your/Yourself** refer to the Policyholder and/or the Insured.
3. **Property Insured** refers to the interests insured as described in the Schedule.
4. **Period of Insurance** refers to the duration of this Policy for the period specified in the Schedule, or any renewal period for which the appropriate premiums are paid in each case.
5. **Policy** refers to this Policy together with any Schedule and endorsement.
6. **Deductible/Excess** refers to the amount specified in the Schedule, payable by You on each and every claim arising out of one event or occurrence under the Policy. Should more than one Deductible/Excess be payable under this Policy for any claim or series of claims arising from one event, such deductibles/excesses shall not be aggregated and the higher single level of Deductible/Excess only shall apply.
7. **Flood** refers to overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the Property Insured, but excluding loss or damage caused by subsidence or landslip.
8. **Building(s)**, if insured and described in the Schedule refers to all Buildings which shall also include the following:
  - (a) Lessors fixtures and fittings;
  - (b) All services to the Buildings;
  - (c) All other structural improvements at the Location including walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel and iron framework and tanks, paths and roadways.
9. **Contents**, if insured and described in the Schedule refers to:
  - (a) Household goods and personal effect of every description;
  - (b) All stock in trade and merchandise, including raw materials, semi finished and finished goods, and trading stock in the course of production;
  - (c) Customers goods held in trust and on commission;
  - (d) Business furniture, machinery, plant and equipment; and
  - (e) Patterns, models, moulds, dies and casts, belonging to You or for destruction or damage for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any destruction or damage.

Contents also include improvements, alterations, decorations, fittings and additions to leased Buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of destruction or damage.

Contents do not include money, security, documents, stamps or explosives unless otherwise expressly stated in the Policy as insured items.

### OUR AGREEMENT

In consideration of You having applied to Us to insure Your Property by a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay to Us the Premium stated in the Schedule, We will indemnify You against loss or damage as described in the Policy occurring during the Period of Insurance subject to the terms, conditions, endorsements, clauses or warranties forming part of this Policy.

## LOSS OR DAMAGE TO YOUR PROPERTY

We will indemnify You if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by:

- 1) Fire,
- 2) Lightning,
- 3) Explosion, in a Building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purpose, during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which You shall have paid and We shall have accepted the premium required for the renewal of this Policy.

## BASIS OF SETTLEMENT

### (a) Basis of Compensation

In the event of a loss to the Property Insured, We will pay the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which You are required to bear under the Policy.

For the purpose of this condition, the term market value shall mean the value of the Property Insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation. The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by Us from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss. In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster or Registered Valuer and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster or Registered Valuer shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against Us.

### (b) Repair and Replacement

We may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing; but We shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If We so elect to reinstate or replace any property, You shall, at his own expense, furnish Us with such plans, specifications, measurements, quantities, and such other particulars as We may require, and no acts done, or caused to be done by Us with a view to reinstatement or replacement shall be deemed an election by Us to reinstate or replace.

If in any case We shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of Buildings, or otherwise, We shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

### (c) Extinguishing Expenses and Fire Brigade Charges

The Insurance under this Policy extends to include:

- (a) Wages of the Your employees other than full-time members of a Works Fire Brigade.
- (b) The cost of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
- (c) Fire Brigade charges up to a maximum sum of USD100. Provided always that Our liability in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property Insured by this Policy or immediately threatening to involve such property.
- (d) Provided that Our liability shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of Us.
- (e) Provided always that the due observance and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be conditions precedent to any liability of Us to make any payment under this Policy.

## EXCLUSIONS

We will not cover loss or damage:

1. (a) By theft during or after the occurrence of a fire.
- (b) Consequential loss of any kind.
- (c) To property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- (d) Occasioned by or through or in consequence of:
  - (i) The burning of property by order of any public authority
  - (ii) Subterranean Fire
  - (iii) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (e) Directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exclusion 1 (e) only combustion shall include any self-sustaining process of nuclear fission.
- (f) Occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
  - (i) Earthquake, volcanic eruption, landslip, landslide, subsidence or other convulsion of nature.
  - (ii) Hail, windstorm, typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
  - (iii) Explosion except loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works.
  - (iv) Flood
  - (v) Bursting or overflowing of water tanks apparatus or pipes, or accidentally discharged or leaking of water from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus.
  - (vi) Impact by any road vehicle or animals.
  - (vii) Aircraft or other aerial devices and/or articles dropped therefrom.
  - (viii) Vandalism and Malicious Damage.
  - (ix) Smoke other than smoke originating from a fire occurring in the location insured.
  - (x) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - (xi) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (xii) Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where We alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of providing that such loss or damage is covered shall be upon You.

2. In the event of total loss of the subject matter insured caused by a risk which had not been written in the insurance policy, the insurance contract shall be legally terminated and the insurance company shall refund ninety percent (90%) of the insurance premium for the remaining period to the insured.
3. Any liability for loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by:
  - (a) Pollution or contamination which itself results from a contingency hereby insured against.
  - (b) Any contingency hereby insured against which itself results from pollution or contamination.
4. **Unless otherwise expressly stated in the Policy, this insurance does not cover:**
  - (a) Bullion or unset precious stones.
  - (b) Any curiosity or work of art for an amount exceeding USD200.00.
  - (c) Manuscripts, plans, drawings, or designs
  - (d) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.
  - (e) Explosives.
  - (f) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

## GENERAL CONDITIONS

### 1. Misdescription

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### 2. Premium Payment

No payment in respect of any premium shall be deemed to be payment to Us unless a printed form of receipt for the same signed by our Official or duly appointed Agent shall have been given to You.

### 3. Other Insurance

You shall give notice to Us of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.

### 4. Displacement

All insurance under this Policy:

- (a) On any building or part of any building,
- (b) On any property contained in any building,
- (c) On rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement,
- (a) Of such building or of any part thereof,
- (b) Of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon You.

### 5. Cession of Risk

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless You, before the occurrence of any loss or damage, obtains our sanction signified by endorsement upon the Policy, by or on behalf of Us:

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If Property Insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the Property Insured pass from You otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

### 6. Marine Policy

This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

### 7. Cancellation

This insurance may be terminated at Your request by giving notice in writing, in which case We will return to the Insured 90% of the proportionate part of the premium corresponding to the unexpired Period of Insurance from the date of cancellation provided that no claims have been made during the current policy year.

This insurance may also be terminated at Our option by sending fourteen (14) days notice by registered letter to You at Your last known address, in which case the shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

## **8. Claims Procedure**

On the happening of any loss or damage, You shall:

- (a) Immediately
  - (i) Take steps to minimize the loss or damage.
  - (ii) Give notice in writing to Us.
- (b) Within 15 days after the loss or damage, or such further time as We may in writing allow deliver to Us:
  - (i) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - (ii) Particulars of all other insurances, if any.

You shall also at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by or on behalf of Us together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

## **9. Our Rights After A Loss**

On the happening of any loss or damage to any of the Property Insured by his Policy, We may:

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and We shall not by any act done in the exercise of purported exercise of its powers hereunder, incur any liability to You or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of Our powers hereunder, all benefits under this Policy shall be forfeited. You shall not in any case be entitled to abandon any property to Us whether we have taken possession or not.

## **10. Fraud**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the Your wilful act, or with Your connivance; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 18 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefits under this Policy shall be forfeited.

## **11. Deductible/Excess**

This Policy does not cover the amount of Deductible/Excess stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of average.

It is further warranted that during the currency of the Policy, You shall not effect insurance in respect of the amount of Deductible/Excess stated in the Schedule.

## **12. Subrogation**

You shall, at Our expense, do, and concur in doing, and permit to be or done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

**13. Contribution**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by You or by any other person or persons, covering the same property, We shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

**14. Average**

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

**15. Automatic Reinstatement of Sum Insured**

In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and You shall be liable to pay an additional premium at the rate stated on the Policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current Period of Insurance.

**16. Alternative Dispute Resolution**

For any dispute relevant to the insurance business any of the disputing parties shall submit the dispute to the Ministry of Economy and Finance for mediation and resolution prior to filing a lawsuit in a court or commencing arbitration, except in relation to a dispute involving criminal charges.

**17. Arbitration**

Any difference arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by You and Us. In the event that You and We are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so, then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve months from date of Our Disclaimer to You.

**18. Time Limitation**

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

**19. Notice**

Every notice and other communication to the Company required by these Conditions must be written or printed.

**20. Meaning**

This Policy and the Schedule herein 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 said Schedule shall bear such meaning wherever it may appear.

**CLAUSES APPLICABLE TO THIS POLICY****PREMIUM WARRANTY**

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by Us within thirty (30) days from the inception date of this Policy / Endorsement / Renewal Certificate.

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

Where the premium payable pursuant to this warranty is received by Our authorised agent, the payment shall be deemed to be received by Us for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on Us.

Subject otherwise to the terms and conditions of this Policy.

#### **IT CLARIFICATION CLAUSE**

Property damage covered under this insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance:

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.