



PERSONAL ACCIDENT

Where the **Insured Person** named in the Schedule has made to Etiqa General Insurance (Cambodia) Plc. (hereinafter called the "Company") a written proposal and declaration which together with all statements made in writing including renewal declarations by the **Insured Person** shall be the basis of this contract and be considered as incorporated herein.

Inconsideration of:

- 1) The payment of the premium as stipulated in the Premium Warranty Clause, and
- 2) The due observance and fulfillment of the terms and conditions of this Policy or of any renewal thereof insofar as they relate to anything to be done or complied with the **Insured Person**, and

Subject to the terms, conditions and exclusions contained herein or endorsed hereon, if any of the Events referred to in the Schedule of Benefit shall happen, the Company will pay the Benefit to the **Insured Person** or in the case of his death to his legal representative.

DEFINITIONS

In this Policy:

"Accident or Accidental" means a sudden, unforeseen and fortuitous event which results in the **Insured Person** suffering death or Permanent Disablement.

"Benefit" means the sum set out in the Schedule of Benefits against the relevant Event provided that no compensation stated in the Schedule of Benefits shall be payable under Event item A or B unless the death or loss takes place within 365 days from the day of the Accident.

In respect of any sums payable under Event item B, the maximum shall not exceed 100% of the Capital Sum Insured.

The **Insured Person** shall not be entitled to compensation under more than one of the items in the Schedule of Benefits in respect of any one Accident.

The Company shall not be liable to make further payment under this Policy after a claim under either Item A or B has been admitted and becomes payable.

"Death" means accidental death arising directly or indirectly by Accidental means.

"Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which:

- 1) has organized facilities for diagnosis, treatment and major surgery;
- 2) provides twenty-four (24) hours a day nursing services by registered nurses;
- 3) is under the supervision of a physician; and
- 4) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing or convalescent home or home for the aged or similar establishment.

"Injury" means bodily injury to the Insured Person caused solely and directly by accidental means (excluding any sickness, disease or medical disorder).

"Insured Person, You and Your" means the person named on the Schedule as the Insured Person and must be a Cambodian citizen, permanent resident of Cambodia or resident legally employed and residing in Cambodia.

"Medical Expenses" means expenses reasonably and necessarily incurred within the Period of Insurance of sustaining Injury and paid by the Insured Person to a legally, qualified medical practitioner, dentist, registered nurse, hospital or ambulance service, medical, surgical, X-ray, CT Scan, hospital or nursing treatment, including the costs or prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for Injury to sound and natural teeth.

"Period of Insurance" means the period specified in the Policy Schedule and any subsequent period for which the **Insured Person** shall have paid and the Company shall have accepted a renewal premium.

"Permanent Total Disablement" means disablement, which entirely prevents the Insured Person from engaging in his usual occupation, profession or business, solely due to Accident.

"Repatriation" means the transfer of mortal remain in the event of the death of the Insured Person to his/her home or residence in Cambodia or to his/her country of origin.

"Robbery" means taking or attempting to take something of value from the Insured Person illegally by force or threat of force or by intimidating or putting the Insured Person in fear with the intent to permanently deprive the Insured Person of that property.

SCHEDULE OF BENEFITS

The Event

Injury occurring during the Period of Insurance resulting solely, directly and independently of any other cause in:

- A. **Accidental Death** – The Sum Insured as stated in the Policy Schedule.
- B. **Permanent Disablement** – The following percentages of the Sum Insured as stated in the Policy Schedule.

Scale of Permanent Disablement Benefits Table		
Description		% of the amount of compensation shown on Your Schedule for Permanent Disablement
1	Loss of two limbs	100%
2	Loss of both hands, or of all fingers and both thumbs	100%
3	Total loss of sight of one eye or both eyes	100%
4	Total paralysis	100%
5	Complete and incurable insanity	100%
6	Injuries resulting in being permanently bedridden	100%
7	Any other injury causing Permanent Total Disablement	100%
8	Loss of one arm between or at shoulder to wrist	100%
9	Loss of one leg between or at hip to ankle	100%
10	Loss of both feet	100%
11	Loss of foot	55%
12	Loss of sight of eye except perception of light	55%
13	Loss of lens of eye	55%
14	Loss of 4 fingers and thumb of one hand	70%
15	Loss of 4 fingers	60%
16	Loss of thumb - 1 phalanx or 2 phalanges	25%
17	Loss of index finger - 1 phalanx, 2 phalanges or 3 phalanges	10%
18	Loss of middle finger - 1 phalanx, 2 phalanges or 3 phalanges	6%
19	Loss of ring finger - 1 phalanx, 2 phalanges or 3 phalanges	6%
20	Loss of little finger - 1 phalanx, 2 phalanges or 3 phalanges	4%
21	Loss of metacarpals	a) first or second (additional)
		b) third, fourth or fifth (additional)
22	Loss of toes	a) all
		b) great, both phalanges
		c) great, one phalanx
		d) other than great, if more than one toe lost, each
23	Loss of hearing	a) both ears
		b) one ears
24	Loss of speech	75%

The complete and irrecoverable loss of use of any member or members specified above shall be treated as loss of such member or members.

Where the Injury is not specified in B hereof, the Company shall at their absolute and sole discretion make any payment of such sum to the **Insured Person**, as they deem fit.

In the event of partial loss of any member or members specified above a proportionately lower percentage of compensation shall be payable.

The aggregate of all percentages payable in respect of any one Accident for any one **Insured Person** shall not exceed 100% of the capital sum. In the event of 100% having been paid in one or more Accidents, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% for each Accident if having paid shall reduce the coverage by that amount from the date of that Accident until the expiration of the Policy.

- C. **Accidental Medical Expenses (Optional)** – The Sum Insured as stated in the Policy Schedule (maximum any one Accident), commences within 52 weeks from date of Accident.

This Benefit will only be applicable in consideration of the additional premium that You paid to the Company.

EXCLUSIONS

This Policy does not apply to any event, which is caused directly or indirectly by or which results from:

- Any consequence of declared or undeclared war or any act thereof, act of terrorism, invasion or civil war, rebellion or insurrection, strike, riot, civil commotion, military or popular uprising.
- The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combination of nuclear fuel.
- The **Insured Person** engaging in or taking part of wood-working machinery operated by mechanical power or motor riding on any motor-cycle (whether as a passenger or otherwise and whether or not a sidecar is attached) or is engaged in any professional sports, hunting, mountaineering, water skiing, sledding, tobogganing, racing of any kind other than on foot, boxing, wrestling, any form of unarmed combat, winter sports, ice hockey, polo, underwater activities requiring breathing apparatus, water ski-jumping, parachuting, hang-gliding, steeple chasing, bungee jumping and any other hazardous sports or activities.

- 4) The Insured Person is in a state of unsound mind.
- 5) Flying or any aerial activity except as passenger in a properly licensed power-driven aircraft (the word 'passenger' does not include any member of the aircrew or a technician working in or upon an aircraft).
- 6) As a member of an air crew, ships crew, or oil-rig crew, or as divers or fishermen;
- 7) Participating in mining, logging, sawmilling, woodworking, underground work, demolition, blasting, or quarrying;
- 8) Intentional self-injury or suicide (whether felonious or not) or any attempt thereat while sane or insane; being under the influence of drugs (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction); being under the influence of alcohol whilst driving a motor vehicle.
- 9) Childbirth or pregnancy, notwithstanding that such event may have been accelerated or induced by Accident.
- 10) Death or disablement directly or indirectly arising out of or consequent upon or contributed by acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC) howsoever this syndrome had been acquired or may be named.

CONDITIONS

1. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such claims.

2. Eligibility

To be eligible under this insurance, You must be eighteen (18) of age and not more than sixty (60) years of age on the Effective Date of Insurance. You may renew this Policy up to the age sixty-five (65) years. This Policy will cease when You attains age of sixty-six (66) years.

3. Change of Occupation

The Insured Person shall give immediate written notice to the Company of any change in the Insured Person's occupation and shall pay additional premium if required.

4. Alteration and Changes

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) days prior notice in writing by registered post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Policy.

No alteration to this Policy shall be valid unless authorised by the Company and such approval is endorsed thereon.

5. Renewal Procedure

Before renewing this Policy the Insured Person shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured Person's notice during the preceding Period of Insurance, including notice of any disease, physical or mental defect or infirmity affecting the Insured Person.

6. Claims

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. The Insured Person within thirty (30) days of any occurrence likely to give rise to a claim under the Policy, a detailed statement in writing describing the occurrence shall be delivered to the Company. It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his own expense furnish to the Company such certificate information and evidences i.e. police report, medical report, original medical invoices or bills as the Company may from time to time reasonably require in the form and of the nature described by the Company.

The Company shall be allowed as its own expenses upon reasonable notice to the Insured Person to have a medical examination of the Insured Person's personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established at an official certificate, or in the event of his/her disappearance following an Accident or the total loss of a vessel or aircraft, by a court order presuming his death.

7. Termination of Policy

a) Termination by You

If You give notice in writing to Us to terminate Your coverage under this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later. We will refund 90% of the premium for the unexpired term from date of cancellation provided no claim has been submitted to Us in relation to that Period of Insurance.

b) Policy Automatic Termination

This Policy shall be terminated:

- i. on the death of the Insured Person;
- ii. upon payment of any Benefit under Event A - **Death** or Event B - **Permanent Disability** (B1) to B(10) of the Insured Person; or
- iii. when the Insured Person is no longer resident in Cambodia or work permit has expired or has been cancelled by the relevant authorities.

Except for paragraphs (b) (i) and (b) (ii) above, We will refund the Premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance.

c) Termination by Us

We may give notice of termination hereof by registered post to You at Your last known address. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the Premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance.

8. 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.

9. Arbitration

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

10. Jurisdiction

The compensation under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in Cambodia.

11. Premium Warranty

Notwithstanding anything herein contained to the contrary, is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Policy or Endorsements that any premium due must be paid and received in full by the Company or by an authorised agent of the Company within thirty (30) days from the effective date of this Policy, Endorsement or the Policy renewal date.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period it has been on risk.

12. Sanctions Limitation and Exclusion Clause

This Policy shall not provide cover and the Company shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.