



# INSURANCE POLICY AIA កម្ពុជា

Form No. [XXXX]

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## INSURANCE POLICY AIA កម្ពុជា

### I. DEFINITIONS

In this Policy:

1. **Basic Policy** refers to the terms and conditions relating to the Basic Product “AIA កម្ពុជា” and shall include Endorsements (if any).
2. **Basic Sum Assured** means the amount of the insurance of the Death Benefit when it is issued and is shown on the Certificate of Insurance. If the Basic Sum Assured is subsequently changed according to the terms and conditions of this Policy, the amount after such alteration will become the Basic Sum Assured.
3. **Beneficiary** refers to the third party(ies) of a contract who is entitled to legal benefits from this Policy.
4. **Cambodia Law** refers to any and all applicable laws and regulations of the Kingdom of Cambodia in force and/or any amendment in relation thereof.
5. **Certificate of Insurance** refers to documents issued by the Company to certify the fact that the Policy Owner has purchased insurance from the Company.
6. **Company** refers to AIA (Cambodia) Life Insurance Plc.
7. **Complete and Permanently Irrecoverable Loss** means physical loss of eye(s) or complete blindness, loss of arm(s) above the wrist, and loss of leg(s) above the ankle. Such certification could be carried out at any time within the Policy term and when the Policy is in full force.

In this definition, Complete and Permanently Irrecoverable Loss of use of arm(s) and leg(s) is applicable if it is certified by a registered hospital at provincial level or above that the loss occurs after the 18th (eighteenth) birthday of the Insured and lasts for at least 6 (six) months.

8. **Contingent Owner** means the person named in the application or appointed by the Policy Owner. On default of such appointment, it shall mean the legal representative of the Policy Owner.
9. **Due Date** means the date for payment of Premium as stated in the Company's billing statement or any notification from the Company.
10. **Effective Date** or **Commencement Date** refers to the date when coverage under this Policy or its relevant Rider takes effect. The Effective Date is shown on the Certificate of Insurance and the date from which Policy Anniversaries, Policy Years and Due Dates are determined. Commencement Date is the date of issue of any Endorsement indicated in the relevant Endorsement whenever the original terms and coverage of this Policy are changed subsequently. Commencement Date is also the approval date of reinstatement of the Policy and/or its Rider(s) in case of any reinstatement.
11. **Endorsement** means a variation to this Policy.
12. **Expiry Date** means the date, as shown on the Certificate of Insurance, when a benefit or Rider (if any) shall expire.
13. **Issue Date** is the issue date of this Policy as shown on the Certificate of Insurance.



14. **Insured** refers to a natural person or legal entity that is insured under this Insurance Policy, whose name and personal particulars are identified on the Certificate of Insurance.
15. **Insurance Contract** refers to written agreement between the Company and the Policy Owner in which the Company agrees to accept any specific risk, and in return receives premium paid by the Policy Owner.
16. **Insurance Policy** or **Policy** refers to a legal binding document issued by the Company stipulating major substance and detailed terms and conditions that are agreed between the Company and the Policy Owner in the Insurance Contract. Insurance Policy shall be attached with Certificate of Insurance or other related documents.
17. **Maturity Date** means the date, as shown on the Certificate of Insurance, upon which the Basic Policy matures.
18. **Policy Anniversary(ies)** refers to the same date each year as the Effective Date.
19. **Policy Owner** refers to a natural person or legal entity that purchases the Insurance Policy, and in some cases an Insured can be a Policy Owner as well as an Insured person.
20. **Policy Year** refers to the 12 (twelve) months duration between 2 (two) Policy Anniversaries.
21. **Premium** refers to the amount paid by the Policy Owner to the Company under this Insurance Policy as consideration for the obligations assumed by the Company, exclusive of any tax
22. **Premium Cessation Date** refers to the date when the Policy Owner ceases to pay the Premium under this Policy to the Company and such date is shown on the Certificate of Insurance.
23. **Rider** means additional benefits or coverage to the Basic Policy attached to the Basic Policy as shown on the Certificate of Insurance or is subsequently added by a relevant Endorsement.
24. **Surrender Value** is the value of the Policy that the Company shall pay to the Policy Owner at the time of surrender before the Maturity Date.
25. **Total and Permanent Disabled** or **Total and Permanent Disability** means Complete and Permanently Irrecoverable Loss of the following:
  - (i) two limbs; or
  - (ii) two eyes; or
  - (iii) one limb and one eye.
26. **You** or **Your** means the Policy Owner of this Policy as shown in the Certificate of Insurance.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

This Policy matures on the Maturity Date as stated on the Certificate of Insurance. Premium shall be payable until the Premium Cessation Date stated on the Certificate of Insurance or upon the termination of this Policy, whichever occurs earlier.

Your Insurance Policy provides the following benefits subject to the terms and conditions stated below:





## II. SUBJECT OF INSURANCE

AIA កាតព្វកិច្ច is a life insurance product that has life and body (disability) as the subject of insurance.

## III. SCOPE OF COVERAGE

### 1. DEATH BENEFIT

If the Insured dies while this Policy is in force and before the Maturity Date, the Company will pay You or the Beneficiary(ies) the Basic Sum Assured, less any indebtedness on this Policy and subject to the Juvenile Lien Provisions.

Upon death of the Insured, the Policy and Rider(s) attached to the Policy (if any) shall be terminated.

### 2. TOTAL AND PERMANENT DISABILITY BENEFIT

If the Insured becomes Total and Permanent Disabled as defined above while this Policy is in force and before the Expiry Date of this benefit, the Company would advance the Death Benefit subject to the amount of Total and Permanent Disability Benefit as stated on the Certificate of Insurance and pay to the Insured as Total and Permanent Disability Benefit.

Once the Total and Permanent Disability Benefit is paid, the Policy and the Rider(s) attached to the Policy (if any) shall be terminated.

## IV. INSURANCE BENEFITS

No.	Type of Coverage	of Basic Sum Assured
1.	Death Benefit	100%
2.	Total and Permanent Disability Benefit	100%

## V. PREMIUM PAYMENT PROVISIONS

### 1. PAYMENT

All Premiums for this Policy are payable on or before their Due Dates to the Company by the method specified by the Company. The validated deposit slip or premium deduction shown in Your account statement shall be considered as proof of payment.

### 2. CHANGE

You may change the frequency of Premium payments by submitting a written request to the Company. Subject to the Company's requirements, Premiums may be paid on annual or semi-annual or monthly mode at the Premium rates applicable on the Effective Date.

### 3. DEFAULT

After payment of the 1st (first) Premium, failure to pay a subsequent Premium on or before its Due Date will constitute a default in Premium payment.



#### 4. **GRACE PERIOD**

A Grace Period of 30 (thirty) calendar days from the Due Date will be allowed for payment of each subsequent Premium. This Policy will remain in force during the Grace Period. If any Premium remains unpaid at the end of its Grace Period, this Policy shall lapse, and the Company has no further obligations to pay the benefits under this Policy. The Company will pay You the Surrender Value (if any) less any indebtedness upon lapse or surrender of this Policy.

#### 5. **CURRENCY AND PAYMENT CHANNEL**

All amounts payable either to or by the Company will be paid in the currency shown on the Certificate of Insurance or subsequent Endorsement. All amounts due from the Company will be payable by the payment channel specified by the Company.

#### 6. **REGULATORY IMPOSED CHARGES, FEES ETC.**

The Premium to be paid by the Policy Owner to the Company under this Policy is exclusive of any tax, and in the event the Company is required by law to remit the tax on the Premium paid by the Policy Owner, the Company will calculate and collect from the Policy Owner any amount paid or payable under this Policy on account of any tax, such amount as calculated by the Company, shall be paid by the Policy Owner as additional to and without any deduction or set-off from the Premium payable under this Policy to the Company. Tax is defined as any present or future, direct or indirect tax including goods and services tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof.

### **VI. EXCLUSIONS**

#### 1. **EXCLUSIONS FOR DEATH BENEFIT**

The Company's liability shall be limited to the Surrender Value (if any) less indebtedness on this Policy, if death is due to:

- (i) suicide, self-inflicted injury, whether sane or insane, within 2 (two) years from the Effective Date or Commencement Date, whichever is later; or
- (ii) criminal offence committed or attempted to commit by You, or the Insured, or the Beneficiary; or
- (iii) Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof; or
- (iv) drugs or stimulants or alcohol abuse, drunk driving, or their complications as determined by the law in force such as Law on Land Traffic, and Law on the Control of Drug, etc.

#### 2. **EXCLUSIONS FOR TOTAL AND PERMANENT DISABILITY BENEFIT**

The Company shall not cover any Total and Permanent Disability caused directly or indirectly, wholly or partly, by any 1 (one) of the following occurrences:



- (i) wilful exposure to danger or attempted self-destruction or self-inflicted injuries while sane or insane;
- (ii) service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
- (iii) engaging in air travel, except when the Insured is a fare-paying passenger in a properly licensed commercial aircraft; or
- (iv) a Total and Permanent Disability resulting from a physical or mental condition which existed before the Effective Date or Commencement Date, whichever is later, which was not disclosed in the application or health statement.
- (v) a criminal offence committed or attempted to commit by You, or the Insured, or the Beneficiary; or
- (vi) drugs or stimulants or alcohol abuse, drunk driving, or their complications as determined by the law in force such as Law on Land Traffic, and Law on the Control of Drug, etc.

### 3. **SANCTION LIMITATION**

- (i) The Company may, on such notice in writing as the Company may decide, terminates this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policy Owner or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policy Owner in connection with this Policy, including but not limited to making or receiving any payments under this Policy.
- (ii) Without prejudice to this Clause (i) above, this Policy shall not be deemed to 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, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America, or any other applicable economic or trade sanction laws or regulations.
- (iii) As an ongoing obligation, the Policy Owner shall immediately inform the Company if there are any changes to the identities, status, constitution, establishment, particulars and identification documents of the Policy Owner or any person or entity connected with this Policy.



## **VII. GEOGRAPHIC AREA**

This Policy provides a worldwide coverage.

## **VIII. OWNERSHIP PROVISIONS (BENEFICIARY/ POLICY OWNER)**

### **1. THE BENEFICIARY**

- (i) You may nominate the Beneficiary(ies) at the time of the application in the Company's prescribed form.

You shall have the right, subject to any legal constraints, to revoke any such nominations and/or to name another Beneficiary(ies) by written notification to the Company at any time. Your written notification must be received and registered by the Company during Your lifetime.

- (ii) If You have nominated more than one Beneficiary, the Company shall pay the benefit payable in equal shares to the persons nominated who is/are alive at time of the claim settlement unless You have specified otherwise. This is subject to the laws in force at the time.

- (iii) If at the time of claim settlement, no Beneficiary is nominated, or the person(s) nominated is/are dead, the benefit payable may be paid subject to the laws in force at the time.

### **2. THE POLICY OWNER**

You are the Policy Owner of this Policy as shown on the Certificate of Insurance until changed. As the Policy Owner, only You can, during the Insured's lifetime, exercise all rights, privileges and options provided under this Policy. Upon Your death, such rights, privileges and options shall vest in the Contingent Owner, if any.

### **3. CHANGE OF OWNERSHIP AND ASSIGNMENT**

While this Policy is in force, You may change ownership of this Policy and/or the Beneficiary by filing a written notice. Such change is valid only if recorded by the Company during the lifetime of the Insured and endorsed on this Policy. The Company shall not assume any liability for the validity of the assignment.

All assignments shall be subject to any indebtedness under this Policy.

## **IX. ALTERATION**

If You intend to make any alteration or waive any provisions in this Policy, the said alteration or waiver has to be made by an Endorsement. The Endorsement has to be signed by the Company's authorised officer.

## **X. RENEWAL CLAUSE**

This Policy is not subject to any renewal.



## **XI. REINSTATEMENT**

If a Premium is still in default after the stipulated Grace Period, and if this Policy has not been surrendered, this Policy may be reinstated by the Company at the Company's own discretion. This however has to be within 2 (two) years from the date of lapse and it is also subject to the following:

1. A written application is made by You to have this Policy reinstated;
2. The Insured is within the allowable age limits as determined by the Company at the time of reinstatement;
3. The Insured has to produce evidence of insurability that is satisfactory to the Company;
4. Payment of all overdue premiums with interest at the rate prescribed by the Company at the material time;
5. Payment of any indebtedness outstanding at the material time, with interest at the rate prescribed by the Company; and
6. Any other terms and conditions which the Company may impose at the material time.

Any reinstatement shall only cover loss or the insured event which occurs after the reinstatement date.

## **XII. TERMINATION**

### **1. RIGHT OF TERMINATION**

Your Policy shall automatically terminate when this Policy becomes expired, terminated, lapsed, or is surrendered.

You may at any time request in writing to the Company (in the Company's prescribed form) to terminate this Policy. Termination shall be without prejudice to any claim originating prior to the effective date of termination.

The payment or acceptance of any premium after the termination of this Policy shall not create any liability on the Company's part but the Company shall refund any such premium without interest.

### **2. FREE LOOK PERIOD**

You have the right to terminate this Policy by giving the Company a written notice and returning this Policy to the Company. The premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. Such notice must be submitted by You in the Company's prescribed form and received directly by the Company within 21 (twenty-one) calendar days from Issue Date.

### **3. POLICY SURRENDER**

You may at any time request in writing to the Company (in the Company's prescribed form) to surrender this Policy. The Company shall pay you the Surrender Value (if any) less any indebtedness and this Policy will terminate and all benefits and rights under this Policy shall cease and have no further effect.





### **XIII. CANCELLATION**

#### **1. RIGHT OF CANCELLATION**

- (i) The Company reserves the right to cancel this Policy as at the Due Date by written notice of cancellation to You before the Expiry Date on which such termination shall be effective. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.
- (ii) The payment or acceptance of any Premium after the cancellation of this Policy shall not create any liability on the Company's part, but the Company shall refund any such Premium without interest.

#### **2. INCONTESTABILITY**

The Company shall not dispute the validity of this Policy after it has been in force during the lifetime of the Insured for a period of more than 2 (two) years from the Effective Date or Commencement Date, whichever is later. However, if the Company can show that there is a suppression of a material fact or a statement by You/Insured on a material matter was inaccurate, false, misleading and it was fraudulently made or omitted, the Company shall have the right to void this Policy accordingly.

Where the Policy has been in force during the lifetime of the Insured for 2 (two) years or less from the Effective Date or Commencement Date, whichever is later, the Company may void this Policy and refuse all claims if a misrepresentation was found to be deliberate or reckless.

If the misrepresentation was careless or innocent, the Company may at the Company's absolute discretion,

- (i) void this Policy and refuse all claims, in which case the Company shall return the Premiums paid without interest. This payment shall be a complete and valid discharge of any liability under this Policy; or
- (ii) take any necessary remedies in accordance with the relevant Cambodia Law.

This clause, however, does not apply to any Rider granting accident or other disability benefits.

#### **3. MISSTATEMENT OF AGE AND/OR GENDER**

- (i) The age stated on the Certificate of Insurance is the age of the Insured that is declared in Your application. The said age is that of the Insured's last birthday at Effective Date.

If there is a misstatement of age and/or gender, the Premium and/or benefits that would be payable shall be adjusted based on the correct age and/or gender of the Insured. If the Company finds out within the first 2 (two) years of this Policy that, at the date of enrolment, the Insured's true age was greater than the maximum entry age allowed or lower than the minimum entry age allowed, the Company has the right to cancel the Policy and return You the Premium paid, without interest.





- (ii) If the Insured is not eligible for insurance at the correct age and/or gender, this Policy shall be void and the Company will refund to You the Premium paid without interest.
- (iii) Payment of benefits under this Policy will only be made, provided the age and/or gender of the Insured is verified and confirmed. The Insured's age and/or gender shall be verified and confirmed if due proof is submitted to the Company.

#### **XIV. CLAIM PROCEDURES**

##### **1. QUALIFICATIONS OF THE CLAIMANT**

The claimant can be the Policy Owner or Beneficiary(ies) that was assigned by the Policy Owner. The claimant shall be at least 18 years old.

##### **2. NOTICE OF CLAIM**

- (i) Notice of a claim must be provided to the Company within 90 (ninety) calendar days of the occurrence of any event which may give rise to a claim under this Policy. If the claimant fails to give the notice within this period, the Company will not invalidate any claim if it is shown to have been not reasonably possible to give such notice and that the notice was given as soon as was reasonably possible.
- (ii) The notice can be submitted at AIA Office or contact Client Services (855) 86 999 242/(855) 23 999 242 or your life planner or email to [Kh.claim@aia.com](mailto:Kh.claim@aia.com).

##### **3. REQUIRED DOCUMENTS OR PROOF OF EVIDENCE**

###### **(i) Proof of Death**

The Company, upon receipt of the notice of claim, will provide the claimant with the appropriate forms for filing proof of death. If the forms are not given within 15 (fifteen) working days, the claimant by submitting written proof covering the occurrence and circumstance of death for which the claim is made shall be deemed to have complied with the requirements of this provision.

###### **(ii) Proof of Total and Permanent Disability**

Proof of Total and Permanent Disability shall be submitted to the Company, who shall determine if Total and Permanent Disability as defined under this Policy is satisfied. The Company shall have the right to call for an examination of the Insured and/or the evidence used in arriving at such Total and Permanent Disability, by such persons as the Company requires.

The Company reserves the rights to request any other document(s)/report(s) as the Company deems necessary for the purpose of processing the claim.

##### **4. CLAIM TURNAROUND TIME**

The Company reserves the rights to evaluate document(s)/report(s) and make decision on the claim within 15 (fifteen) working days of the date the Company has received the full document(s)/report(s) of the claim.



## 5. **CLAIM REIMBURSEMENT METHOD**

The Company will deposit the claim into the bank account provided by the claimant to the Company.

## 6. **DEDUCTION OF PREMIUM AT CLAIM**

If a payment of a claim under this Policy shall terminate this Policy or reduce its amount of coverage, deduction from the proceeds shall be made for any unpaid balance of the Premiums due for the portion of amount of coverage terminated or reduced for the full Policy Year in which the insured event occurred.

## 7. **JUVENILE LIEN PROVISION**

Regardless of the stated Basic Sum Assured of this Policy, the Company's liability in the event of the Insured's death or Total and Permanent Disability before he attains the age of 4 (four) years shall be in accordance with the following schedule:

Age at death or disability (last birthday):	Percentage of benefit payable:
Under 1 year old	20%
1 year old	40%
2 years old	60%
3 years old	80%
4 years old or above	100%

The lien schedule provided above shall also apply for the payment of any benefit provided under any Rider attached to this Policy as a result of the Insured's death or Partial/Total Disability for whatever cause.

## **XV. CONFIDENTIALITY**

Any information provided to the Company shall be treated as confidential and no personal information shall be disclosed to third party without prior consent unless required or approved by in force law or regulations.

## **XVI. DISPUTE RESOLUTIONS**

### 1. **COMPLAINT PROCEDURES**

Any complaint received will be addressed and analysed within a reasonable timeframe to determine the root cause and the appropriate course of action in accordance with the Company's standard operating procedures. Complaints can be submitted to the Company via email [Kh.care@aia.com](mailto:Kh.care@aia.com) or by calling the phone number (855) 86 999 242/ (855) 23 999 242.

### 2. **DISPUTE RESOLUTIONS**

For any dispute arising in relation to the conduct of insurance business, the disputing parties may bring the case to the Insurance Regulator of Cambodia for mediation before filing a lawsuit to arbitration or a competent court, except a criminal case.



## **XVII. JURISDICTION**

This Insurance Contract shall be governed by jurisdiction of the Kingdom of Cambodia.

## **XVIII. OTHER PROVISIONS**

1. Any illegality, invalidity or unenforceability of any clause of this Policy under the Cambodia Law shall not affect the legality, validity or enforceability of any other provisions in this Policy.
2. The Company's books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Policy. Any certificate by any of the Company's officers as to the moneys or liabilities for the time being due and remaining or incurred to the Company by the Insured shall be binding and conclusive evidence on the Insured in all courts of law and elsewhere.
3. This Policy is issued in consideration of the payment of Premiums as specified on the Certificate of Insurance and pursuant to:
  - (i) the answers given by You and/or the Insured in Your application/proposal form or any subsequent questionnaires given by the Company on any matters relating to Your proposal and any disclosures made by You between the time of submission of the application/proposal and the time this Insurance Contract is entered into; and
  - (ii) Medical reports and any other reports and questionnaires;

(collectively referred to as "the material information")

and such material information shall form part of this Insurance Contract between the Company and You. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in the relevant Cambodia Law will apply.

If You are required by the Company, before the Policy is renewed or varied, to answer any questions or if You are required to confirm or amend any matter previously disclosed by You to the Company in relation to this Policy, it is Your duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform the Company of any change to the information given to the Company in Your answers or in respect of any matter previously disclosed to the Company in relation to the Policy if such changes had taken place after You have submitted the application for renewal/variation but before the Policy is renewed or varied.

4. If the Company delays or fails to exercise any rights/remedies under this Policy, it will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent the Company from any other or further exercise of any other right/remedy. The rights and remedies provided in this Policy are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).



5. This Policy shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in the Company's constitution.
6. The terms and conditions stated in this Policy constitute the entire terms and conditions of this Policy. No prior inconsistent representation or statement made in relation to this Policy whether orally or in writing shall form part of this Policy.
7. The Company reserves the right to alter the terms of this Policy in such a way as the Company deems appropriate in the event of any change in the law or in the basis of taxation levy applicable to the Company or this Policy.
8. This Policy is written in English and Khmer languages. Should there be any controversies or conflict between the two versions, the Khmer version shall prevail.