



INSURANCE POLICY OF “AIA LoanCare”

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INSURANCE POLICY

AIA LoanCare

I. DEFINITIONS

In this Policy where consistent with the contents the singular shall include the plural, words importing the masculine gender shall include the feminine gender; and each of the following words and expressions shall have the following meanings:

1.	Accident	:	a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.
2.	Accidental Injury	:	death or disability which results directly from bodily injury and occurs within 90 (ninety) calendar days from the date of Accident.
3.	Amount of Insurance	:	the amount of coverage purchased as shown in the Certificate of Insurance and/or member listing.
4.	Basic Sum Assured	:	the Amount of Insurance of the Death Benefit when it is issued and is shown on the Certificate of Insurance and/or member listing. 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.
5.	Beneficiary	:	the third party(ies) of a contract who is entitled to legal benefits from this Policy.
6.	Cambodia Law	:	any and all applicable laws and regulations of the Kingdom of Cambodia in force and/or any amendment in relation thereof.
7.	Certificate of Insurance	:	documents issued by the Company to certify that the Policy Owner has purchased insurance from the Company.
8.	Company	:	AIA (Cambodia) Life Insurance Plc
9.	Complete and Permanently Irrecoverable Loss	:	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 lasts for at least 6 (six) months.
10.	Due Date	:	the date for payment of Premium as stated in the Company's billing statement or any notification from the Company.
11.	Eligibility Date	:	the date a person becomes a Member as described in the Certificate of Insurance and updated member listing.



12.	Endorsement	:	a variation to this Policy.
13.	Expiry Date	:	the date, as shown on the Certificate of Insurance and/or member listing, when a benefit or Rider (if any) shall expire. If the Expiry Date is subsequently changed according to the updated member listing of this Policy, the date after such alteration will become the Expiry Date.
14.	Initial Sum Assured	:	the Amount of Insurance of the Death Benefit when it is issued and is shown on the Certificate of Insurance and/or member listing.
15.	Insurance Contract	:	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 or Basic Policy	:	<p>this 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.</p> <p>Insurance Policy shall include Riders which may be attached to it.</p>
17.	Insured Members	:	Members who are insured under this Policy as per the Certificate of Insurance and/or member listing.
18.	Member	:	the persons described in the Certificate of Insurance and member listing.
19.	Members Classification	:	benefit entitlement of each category of Insured Member as stated in the Certificate of Insurance and member listing.
20.	Policy Effective Date	:	the date when coverage under this Policy takes effect. The Policy Effective Date is shown on the Certificate of Insurance. Policy Effective Date is also the date of issue of any Endorsement indicated in the relevant Endorsement whenever the original term and coverage of this Policy are changed subsequently.
21.	Policy Owner	:	the legal entity that purchases this Insurance Policy and therefore can exercise all rights, privileges and options available under this Policy.
22.	Premium	:	the amount payable to the Company under this Policy as consideration for the obligations assumed by the Company, exclusive of any tax.
23.	Surrender Value	:	the value of the Insured Member's insurance or the Policy that the Company shall pay to the said Insured Member or to all the Insured Members at the time of surrender before the



			Expiry Date as stipulated on the Certificate of Insurance and/or member listing.
24.	Total and Permanent Disabled or Total and Permanent Disability or Disability	:	Complete and Permanently Irrecoverable Loss of the following: (i) two limbs; or (ii) two eyes; or (iii) one limb and one eye.
25.	You or Your	:	the Policy Owner as shown in the Certificate of Insurance.

II. SUBJECT OF INSURANCE

AIA LoanCare has life and body (disability) as the subject of insurance.

1. INSURED MEMBER PARTICIPATION

- (i) The persons eligible for insurance under this Policy are Your present Insured Members who are 18 (eighteen) to 65 (sixty-five) years old on their insurance effective date.
- (ii) Insured Members will be eligible for insurance from their insurance effective date as stated in the member listing (“Eligibility Date”).
- (iii) Insured Members whose participation has been terminated and who re-apply for participation shall be considered as new Insured Members.
- (iv) In order to establish and continue this Policy, all Insured Members who fulfil the conditions necessary to participate as set forth in Section II.1.i above and have duly provided satisfactory proof of insurability are eligible to be insured under this Policy.
- (v) You shall inform the Company when there is any Insured Member movement through updated member listing to be attached with a prescribed form as provided by the Company. The insurance effective date for the future Insured Members shall take effect on the Eligibility Date, subject to satisfactory proof of insurability, provided You notify the Company within 30 (thirty) days after the Eligibility Date, and You pay the premium required. If the Company is notified after 30 (thirty) days from the Eligibility Date, the insurance shall take effect on the date the Company receives the notification, subject to satisfactory proof of insurability, and Premiums required are receipt by the Company and the Company’s acceptance.

2. INSURED MEMBER TERMINATION

The insurance of an Insured Member shall terminate on the earliest happening of the following events:

- (i) when an Insured Member is no longer a Member, the Insured Member’s insurance termination date will be on the Member termination date or the notification date whichever is later, or
- (ii) on the date which the Company has received notice from You that such Insured Member’s insurance is to be terminated; or
- (iii) on the date which the Company or You terminate this Policy; or
- (iv) on the date which the Insured Member attains the age of 70 (seventy); or



- (v) the Company reserves the right to terminate this Policy on any Due Date when total number of Insured Members is fewer than the minimum number of Insured Members as stated in the Certificate of Insurance; or
- (vi) on the date which the Insured Member enters service in the armed forces, naval or air service; or
- (vii) on the date which the Company provides a notice to You that the Policy ceases on account of war, or an act of war, such date being determined at the Company's discretion.

3. PROOF OF HEALTH

The Company may require satisfactory proof of health before an Insured Member is accepted for insurance where Amount of Insurance and/or an Insured Member's age at the Eligibility Date in excess of the Simplified Issue Offer (SIO) Limit as stated in the Certificate of Insurance.

Where such proof of health is not satisfactory to the Company, the whole benefit shall either not be granted or be granted, subject to special condition and/or extra premium as the Company may impose at the Company's discretion.

III. SCOPE OF COVERAGE

The Insured Member shall not be covered for any of the purchased benefits after the 70th (seventieth) birthday of that said Insured Member.

1. DEATH BENEFIT

If the Insured Member dies while this benefit is in force, the Company will pay the Beneficiary(ies) the Amount of Insurance as stated in the Certificate of Insurance and member listing subject to the terms, conditions and exclusions herein contained. Thereafter, no benefit will be payable for Death or Total and Permanent Disability for the said Insured Member.

2. ACCELERATED TOTAL AND PERMANENT DISABILITY BENEFIT

If the Insured Member suffers from Total and Permanent Disability as defined above while this benefit is in force, the Company will pay the primary Beneficiary and/or the said Insured Member the Amount of Insurance as stated in the Certificate of Insurance and member listing subject to the terms, conditions and exclusions herein contained. Thereafter, no benefit will be payable for Death or Total and Permanent Disability for the said Insured Member.

The aggregate of the lump sum payments made under this benefit shall not exceed 100% (one hundred percent) of the Amount of Insurance for this benefit as stated in the Certificate of Insurance and member listing for the said Insured Member.

3. ADDITIONAL BENEFIT FOR ACCIDENTAL DEATH AND DISABILITY

If, due to Accidental Injury, the Insured Member dies or becomes Total and Permanent Disabled as defined above, the Company will pay the Beneficiary(ies) and/or the said Insured Member the Amount of Insurance as stated in the Certificate of Insurance and member listing subject to the terms, conditions and exclusions herein contained. Thereafter, no Additional Benefit for Accidental Death and Disability will be payable for the said Insured Member.



The aggregate of the lump sum payments made under this benefit shall not exceed 100% (one hundred percent) of the Amount of Insurance for this benefit as stated in the Certificate of Insurance and member listing for the said Insured Member.

4. CONDOLENCE BENEFIT FOR ACCIDENTAL DEATH AND DISABILITY

If, due to Accidental Injury, the Insured Member dies or becomes Total and Permanent Disabled as defined above, the Company will pay the Beneficiary(ies) and/or the said Insured Member the Amount of Insurance as stated in the Certificate of Insurance and member listing subject to the terms, conditions and exclusions herein contained. Thereafter, no Condolence Benefit for Accidental Death and Disability will be payable for the said Insured Member.

The aggregate of the lump sum payments made under this benefit shall not exceed 100% (one hundred percent) of the Amount of Insurance for this benefit as stated in the Certificate of Insurance and member listing for the said Insured Member.

IV. INSURANCE BENEFITS

The initial amount of insurance for the Insured Member may equal to the amount of the Insured Member's outstanding indebtedness at the time of the application of the insurance. The amount of insurance may remain level or decrease annually according to the schedule of benefits to match the reducing outstanding indebtedness at the Insured Member's option.

Benefits of this Policy include:

No.	Type of Coverage	Amount of Insurance	
		Basic Package	PRO Package
1.	Death Benefit		
1.1	Death	100% of Basic Sum Assured	100% of Basic Sum Assured
2.	Accelerated Total and Permanent Disability Benefit		
2.1	Total and Permanent Disability: a. Loss of two limbs; or b. Loss of two eyes; or c. Loss of one limb and one eye.	100% of Basic Sum Assured, or up to US\$1.2 million, whichever is lower.	100% of Basic Sum Assured, or up to US\$1.2 million, whichever is lower.
3	Additional Benefit for Accidental Death and Disability		
3.1	Accidental death	Not applicable	100% of Basic Sum Assured, or up to US\$1.2 million deducted Condolence Benefit for Accidental Death and Disability, whichever is lower.
3.2	Accidental Disability: a. Loss of two limbs; or b. Loss of two eyes; or c. Loss of one limb and one eye.		
4	Condolence Benefit for Accidental Death and Disability		
4.1	Accidental death	Not applicable	30% of Initial Sum Assured, or up to
4.2	Accidental Disability: a. Loss of two limbs; or		



	b. Loss of two eyes; or c. Loss of one limb and one eye.	US\$150,000, whichever is lower.
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V. PREMIUM PAYMENT PROVISIONS

1. PAYMENT

The Premium charged for an Insured Member is a single premium payment, which shall be payable in advance for the entire insurance coverage term of the Insured Member.

Subject to the Company's minimum Premium requirements, the Policy Owner may collect Premiums from the Insured Members of the relevant month and pay the relevant Premiums to the Company on a monthly mode. Under this arrangement, upon receiving the future Insured Members' required information from the Policy Owner, the Company shall update the member listing and invoice the Policy Owner for the consolidated premiums of all future Insured Members into a monthly total. The applicable Premium rate for each Insured Member shall be based on their respective insurance effective date, as stated in the member listing

Premium shall be paid via 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. PREMIUM RATE

The Company shall have the right to change the rate at which the Premiums shall be calculated, when the risks being insured against under the Policy have increased, or when there are substantial changes to membership on which premium is based and provided further that the Company notifies the Policy Owner at least 30 (thirty) days in advance.

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) days following the Due Date shall be allowed for the payment of each subsequent Premium by You. If any Insured Member's Premium is not paid before the expiration of the Grace Period, his participation shall be terminated and his insurance shall be void from his insurance effective date. If the Insured Member's Premium is paid before the expiration of the Grace Period, his insurance will remain in force during the Grace Period.

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 as otherwise advised by the Company. All amounts due from the Company will be payable by the channel specified by the Company.



6. REGULATORY IMPOSED CHARGES, FEES ETC.

The Premium payable 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, the Company will calculate and collect from the Policy Owner or Insured Member (as applicable) 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 or Insured Member 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 shall not cover if death is caused directly or indirectly by any 1 (one) of the following occurrences, instead the Company shall pay the Surrender Value (if any), less any indebtedness, and thereafter the Policy shall be terminated.

- (i) suicide, self-inflicted injury, whether sane or insane within 2 (two) years from the Insured Member's insurance effective date; or
- (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; or
- (iii) criminal offence committed or attempted to commit by Policy Owner, or the Insured Member, or the Beneficiary; or
- (iv) 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
- (v) drugs or stimulators 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 ACCELERATED TOTAL AND PERMANENT DISABILITY BENEFIT, ADDITIONAL BENEFIT FOR ACCIDENTAL DEATH AND DISABILITY, and CONDOLENCE BENEFIT FOR ACCIDENTAL DEATH AND DISABILITY

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

- (i) willful exposure to danger or attempted self-destruction or self-inflicted injuries while sane or insane; or
- (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; or
- (iii) entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured Member is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route; or



- (iv) an event resulting from a physical or mental condition which existed before the Insured Member's insurance effective date, which was not disclosed in the Insured Member's application or health statement; or
- (v) a criminal offence committed or attempted to commit by Policy Owner, or the Insured Member, or the Beneficiary; or
- (vi) drugs or stimulants or alcohol abuse, drunk driving, or their complications as determined by the law in force including Law on Land Traffic, and Law on the Control of Drug, etc.

VII. GEOGRAPHIC AREA

This Policy provides a worldwide coverage to the Insured Members.

VIII. THE BENEFICIARY

1. Primary beneficiary for this Policy is the Policy Owner.
2. Secondary beneficiary(ies) shall be nominated by the Insured Member during the insurance application with the Policy Owner.
3. During the Insured Member's insurance coverage, he shall have the right, subject to any legal constraints, to revoke any such nomination and/or to name another secondary beneficiary(ies) by a written notification to the Company through Policy Owner at any time. The written notification must be received and registered by the Company.
4. In the event of death of the Insured Member, the claimant shall provide the Company:
 - a. the outstanding indebtedness of the said Insured Member to which the Company can settle the payable benefit with the primary beneficiary; and
 - b. the name(s) of the secondary beneficiary(ies) to whom the remaining benefits (if any) shall be paid; and
 - c. payment of the benefits to such primary beneficiary and/or secondary beneficiary(ies) shall release the Company of all liabilities for further claims and demands in respect thereto.
5. If on the death of the Insured Member, no secondary beneficiary is nominated, or the person(s) nominated is/are dead, the benefits payable (if any) may be paid subject to the laws in force at the time.

IX. ALTERATION

If a party wishes to make any alteration or waive any provisions in this Policy, the said alteration or waiver has to be agreed by the parties through an Endorsement. Any Endorsement to this Policy shall bind all Insured Members whether insured under this Policy before or on or after the effective date of the Endorsement. The Endorsement has to be signed by the Company's authorized officer.

X. RENEWAL CLAUSE

This term life Policy is not subject to any renewal.



XI. TERMINATION

1. RIGHT OF TERMINATATION

This Policy may be terminated by You by written notice of termination to the Company, not less than 31 (thirty-one) days before the date of termination shall be effective. Termination shall be without prejudice to any claim originating prior to the effective date of termination.

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) days from Effective Date.

3. POLICY SURRENDER

The Insured Member may at any time request in writing to the Company (in the Company's prescribed form) through the Policy Owner to surrender his insurance. Upon his insurance surrenders, the Company shall pay him the Surrender Value (if any), following his schedule of benefits, less any indebtedness. Thereafter, his insurance will be terminated and all benefits and rights under his insurance shall cease and have no further effect.

The Policy Owner, upon consents from all Insured Members, may at any time request in writing to the Company (in the Company's prescribed form) to surrender this Insurance Policy. Upon this Insurance Policy surrender, the Company shall pay all Insured Members the Surrender Value (if any), following their schedule of benefits, less any indebtedness. Thereafter, this Insurance Policy will be terminated and all benefits and rights under this Insurance Policy shall cease and have no further effect.

XII. CANCELLATION

1. RIGHT OF CANCELLATION

- (i) The Company reserves the right to cancel this Policy when total number of Insured Members is fewer than the minimum number of Insured Members as stated in the Certificate of Insurance. This cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.
- (ii) The Company reserves the right to cancel this Policy by written notice to You, not less than 31 (thirty-one) days before the effective date of cancellation. This cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.
- (iii) This Policy shall be cancelled by the Company, by written notice to You, due to Your violation of participation rules or material violation of the terms and conditions of the Policy.
- (iv) This Policy shall be cancelled by the Company, by written notice to You, if You provided the Company with false information material to the execution of this Policy or to the provision of benefits under this Policy.
- (v) In the circumstances described in the scenarios (iii) and (iv) above, the Company has the right to rescind this Policy retroactively to the Policy Effective Date and collect



compensation from You for all claims reimbursed under this Policy, plus administrative fees.

- (vi) This Policy shall be cancelled by the Company due to fraud or misrepresentation by You, or because the Insured Member knowingly provided the Company with false material information. The Company has the right to rescind coverage back to the Policy Effective Date.
- (vii) 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

Notwithstanding anything to the contrary stated heretofore in this Policy, this Policy shall be incontestable except for non-payment of premium or for fraud, after it has been in force for 2 (two) years from the Policy Effective Date. The original insurance on any Insured Member and any subsequent additional insurance shall be incontestable except for non-payment of Premium or for fraud after such insurance has been in force for 2 (two) years from such insurance effective date and the effective date of each subsequent increase of insurance, respectively.

3. MISSTATEMENT OF AGE AND/OR GENDER

- (i) 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 Member.
- (ii) Where a misstatement of age or other relevant facts have caused an Insured Member to be insured hereunder when he is otherwise ineligible for any insurance, or where such statement has caused an Insured Member to remain insured when he would otherwise be disqualified in accordance with the terms and limitations of this Policy, his entire insurance shall be void and there shall be a return of premiums paid in respect of the Insured Member, provided always that where there is fraud on Your part or Insured Member, no premiums paid are to be returned.

4. MISREPRESENTATION/FRAUD

The Company will rely on the information provided to us in deciding whether or not to accept Your/Insured Member's application. All statements made in Your/Insured Member application are, in the absence of fraud, regarded as representations. In other words, both You and the Insured Member must answer all the questions in Your/Insured Member application accurately and reveal all the facts both of you/Insured Member knows, or ought to know. Otherwise, the Company can void the Policy or deny a claim or vary the terms and conditions of this Policy.

If the Company discovers that You or the Insured Member have made a claim that is fraudulent, your Policy or insurance of the Insured Member will become void immediately and the Company will not refund any Premium. The Company reserves the right to recover any payment the Company has made for fraudulent claims.



XIII. CLAIM PROCEDURES

1. QUALIFICATIONS OF THE CLAIMANT

The claimant can be the Insured Member or secondary beneficiary(ies) that was nominated by the Insured Member. 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) 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 only validate such claim if:
 - it is shown that giving such notice has been not reasonably possible; and
 - the notice was given as soon as was reasonably possible.
- (ii) The notice of claim can be given at AIA Office or contact Client Services (855) 86 999 242 or inform Your insurance agent or email to **Kh.claim@aia.com**.

3. REQUIRED DOCUMENTS OR PROOF OF EVIDENCE

(i) Proof of Death

The Company, upon receipt of such notice, 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 Disability

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

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

(iii) Proof of Accidental Death or Disability

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



The Company shall determine if Accidental Death or Disability as defined in this Policy is satisfied and shall have the right to call for an examination of the Insured Member and/or the evidence used in arriving at such Accidental Death or Disability, by such person 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 claimed amount into the bank account provided by the claimant to the Company.

XIV. CONFIDENTIALITY

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

XV. 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 or by calling the phone number (855) 86 999 242.

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.

XVI. JURISDICTION

This Policy shall be governed by jurisdiction of the Kingdom of Cambodia.

XVII. OTHER PROVISIONS

1. DATA REQUIREMENT PROVISIONS

- (i) You shall furnish the Company with information relating to future Insured Members and terminations of insurance for present Insured Members that the Company may require to administer the coverage. Upon the Company's request, You shall provide the Company with a statement stating the date of birth, occupations and such other relevant data concerning the Insured Members which is considered to have an impact on the administration of the coverage and on the determination of premium rates. Such



information and records shall be available for the Company's inspection at any reasonable time.

- (ii) You shall maintain a record with respect to each Insured Member under this Policy, showing the Insured Member's name, gender, age or date of birth, Amount of Insurance, the date insurance became effective, the date insurance terminated, changes, with dates noted, Members Classification, beneficiary designation and other pertinent information as may be necessary to carry out the terms of this Policy.
 - (iii) Clerical error in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon discovery of a clerical error, any necessary and appropriate adjustment in premiums and benefits shall be made.
 - (iv) You shall furnish the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents furnished to You by any Insured Member in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times.
 - (v) Any personal information collected or held by the Company with respect to each Insured Member under this Policy may be held, used and disclosed by the Company to individuals or organisations associated with the Company with regards to matters pertaining to the Insured Member's coverage.
 - (vi) It shall be Your responsibility to ensure that the personal information provided to the Company is accurate. You shall indemnify and keep the Company indemnified against any and all losses, costs, expenses, actions, proceedings suffered by the Company as a result of Your failure to carry out the aforesaid.
2. Any illegality, invalidity, or unenforceability of any clause of this Policy under the Cambodian law shall not affect the legality, validity, or enforceability of any other provisions in this Policy.
 3. 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 Member in all courts of law and elsewhere.
 4. If the Company delay or fail 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. The insurance provided in this Policy and the benefits payable are not assignable.
9. 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.