

ENDORSEMENT CLAUSES

HIRE PURCHASE AGREEMENT:

It is understood and agreed that the finance company named in the schedule of this policy (hereinafter referred to as the owners) are the owners of the motor vehicle and that the motor vehicle is the subject of the hire purchase agreement made between the owners of the one part and the insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss damage is not made good by repair reinstatement or replacement) under section 1 of this policy shall be made to the owners as long as they are owners of the motor vehicle and their receipt shall be a full and final discharge to the company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the hire purchase agreement to the contrary this policy is issued to the insured named the schedule of this policy as the principal party and not as agent or trustee for the owners and nothing herein shall be construed as constituting the insured an agent or trustee for the owners or as an assignment (whether legal or equitable) by the insured to the owners of his rights benefit and claims under this policy. It is lastly understood and agreed that the insured shall not assign his rights benefits and claims under this policy without the prior consent in writing of the company.

Subject otherwise to the terms and conditions of this policy.

NON-CANCELLATION CLAUSE

The company undertakes to obtain the above finance/ leasing company consent prior to their cancellation of the policy if instruction has been received for the cancellation of the policy.

STRIKE, RIOT AND CIVIL COMMOTION (SRCC) EXCLUSION

It is hereby declared and agreed that "extra benefits extension" c) strike, riot and civil commotion" under section i of the policy is deemed deleted in its entirety.

Subject otherwise to the terms, exceptions, provisions and conditions of the policy.

PASSENGER LIABILITY (PL) EXCLUSION

It is hereby declared and agreed that "section 2 - your legal responsibility to others (third parties)" shall exclude the death of or bodily injury to any person being carried in or entering or getting on to or alighting from the motor vehicle at the time of the occurrence of the event out of which any claim arises. The limit of cover for section 2 shall remain unchanged.

Subject otherwise to the terms, exceptions, information, and conditions of the policy.

AGGREGATE LIMIT OF THIRD PARTY LIABILITY (LIMIT: USD 150,000)

It is hereby declared and agreed that aggregate limit of liability for any one accident or series of accidents for one event during the policy period is amended to usd 150,000.00 in total.

It is further declared and agreed that limits of liability for section 2 shall be applicable to each unit of vehicles.

Subject otherwise to the terms, conditions, provisions, and exceptions of the policy.

TOTAL LOSS AND CONSTRUCTIVE TOTAL LOSS

It is hereby declared and agreed that the insured vehicle is considered as total loss / constructive total loss as follows:

The insured vehicle shall be treated as:

- a constructive total loss (CTL) if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 70% of the sum insured of the vehicle.
- a total loss if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 100% of the sum insured of the vehicle.

Provided always that

The liability of the company shall not exceed the sum insured of the vehicle (including accessories thereon) as specified in the schedule or the market value of the insured vehicle whichever is less any applicable deductible as shown on the policy schedule. The company shall take over the ownership of such vehicle, together with all appropriate documents appertaining thereto.

Subject otherwise to the terms, conditions, provisions, and exceptions of the policy.

WAIVER OF MINIMAL ENDORSEMENT PREMIUM CLAUSE

It is hereby declared and agreed that the policy will not charge nor refund for any endorsement invoiced with premium amount between -usd5.00 and usd5.00.

Subject otherwise to the policy terms conditions and exclusions.

CYBER LOSS ABSOLUTE EXCLUSION CLAUSE

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any cyber loss.
2. Cyber loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1. the use or operation of any computer system or computer network;
 - 2.2. the reduction in or loss of ability to use or operate any computer system, computer network or data;
 - 2.3. access to, processing, transmission, storage or use of any data;
 - 2.4. inability to access, process, transmit, store or use any data;
 - 2.5. any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6. any error or omission or accident in respect of any computer system, computer network or data.
3. Computer system means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer network means a group of computer systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (vpn), allowing the networked computing devices to exchange data.
5. Data means information used, accessed, processed, transmitted or stored by a computer system.
6. When this clause forms part of a reinsurance contract, insured shall be amended to read original insured.

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INFECTIOUS / COMMUNICABLE DISEASE EXCLUSION CLAUSE

Notwithstanding any provision of this agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses damage, resultant time element losses, and costs in connection with or arising directly or indirectly from infectious and/or communicable disease is excluded.

Time element loss means business interruption, contingent business interruption or any other consequential losses.

SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.

LPG VEHICLE

It is hereby declared and agreed that the company will not be legally responsible or indemnify the insured for the loss or damage to the motor vehicle and the third party liability arising from fire caused by explosion or spontaneous combustion of the gas tank installed in the motor vehicle.

Subject otherwise to the terms, conditions and exclusions of the policy.

TOWING FEE (LIMIT: USD 500)

It is hereby declared and agreed that "item 2. Protecting and Removing the vehicle after the accident" under "section 1 - your vehicle" the limit of towing fee is amended to USD 500.00 for any one accident.

Subject otherwise to the terms, conditions, and exclusions of the policy.

MEMORANDUM:

It is hereby declared and agreed that "item 1. Loss or damage" under "section 1 - your vehicle" is amended to read as follows:

Loss or damage:

We will insure you against accidental loss or damage to the motor vehicle (and its accessories and spare parts while on the vehicle) that happens in Cambodia.

We may decide to pay in cash the amount of the loss of damage or may repair, reinstate or replace the motor vehicle or any parts of it, or its accessories or spare parts. We will pay up to value of the parts which are lost or damaged and the reasonable cost fitting those parts.

In the case of theft, total loss, or constructive total loss, we shall pay in cash the agreed sum insured which is shown in the policy schedule.

In the event of constructive total loss (ctl is considered when the cost of repair of the damaged vehicle exceeds 70% of the property value when the loan is first obtained):

- if the sum insured is less than or equal to 60% of the property value, forte will pay in cash the actual repair cost less any applicable deductible as shown on the policy schedule. The ownership of the vehicle remains with the insured.
- if the sum insured is more than 60% of the property value, forte will pay in cash the actual repair cost less any applicable deductible as shown on the policy schedule. Forte shall take over the ownership of such vehicle, together with all appropriate documents appertaining thereto.

Subject otherwise to the terms, conditions, and exclusions of the policy.