PERSONAL ACCIDENT INSURANCE POLICY

- Article 1 Cambodian National Insurance Company (CAMINCO) provides 24-hour Personal Accident Insurance coverage for Cambodian citizens from 4 to 65 years of age and foreigners who are training or working in Cambodia (hereinafter called the Insured) according to the provisions specified in these regulations; this insurance coverage shall, however exclude:
 - Persons who are suffering from mental illness or nervous disorder, and
 - Persons who are being permanently disabled or injured and the degree of disability is 50% or above.
- **Article 2** The Insured who is insured under these regulations shall still have the rights to subscribe and enjoy other classes of insurance.

II. SCOPE OF COVER

- Article 3 Are considered to be covered accidents any accident which has occurred in the territory of Cambodia, due to:
 - 1. A sudden external event, beyond the will of the Insured, which affects his body from without and is a proximate cause of the death or bodily injury that the Insured suffers from.
 - 2. Salvage actions of the Insured in rescuing human being, state' or people's property from disaster and, participating in the fight against unlawfully malicious acts.
- Article 4 In the event the Insured participates such matches or races of professional nature as cycling, motor-racing, horseracing, football and boxing matches, mountaineering surfing, yachting, ... or participates in voyages of exploration or other expeditions and where there occurs accident insurance coverage shall terminate, unless previous notice has been given to CAMINCO and additional premiums required by them have been agreed as provided for in the "Premium Tariffs and Insured Amounts".

III. MEDICAL EXPENSE

Article 5 The company will be responsible for medical expenses reasonably and necessary incurred within the period of insurance of sustaining injury and paid by the insured person or by the insured in respect of the insured person to a legally, qualified medical practitioner, dentist, registered nurse, hospital or ambulance service for medical, surgical, X-Ray, hospital or nursing treatment including the cost of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

IV. EXCLUSIONS

- Article 6 Accidents attributable to the following causes shall be excluded from the cover of this insurance:
 - Grave violation of law, regulations and other rules of government offices, local authority or other social organs, and violation of traffic regulations, by the Insured.
 - $2. \ Will ful \ act \ of \ committing \ crime \ or \ self-injury \ of \ the \ Insured \ or \ the \ legal \ heir.$
 - 3. The use of and under the influence of alcohol, beer, intoxicating drugs, a narcotic or other stimulants and likewise by the Insured.
 - 4. The Insured's act of fighting, unless such act can be proved that it is only a defense against an attack.
 - 5. Sudden attack of cold or sunstroke, apoplexy or stroke, other illness, abortion, occupational disease, accident or disorder suffered from the course of disease treatment and pregnancy or childbirth.
 - 6. Poisoning by food, drink.

- Medical treatments or use of medicaments or medicines without applying prescription or indication of the health services.
- 8. Earthquake, volcanic eruption, radioactive contamination.
- 9. Participating in air transport activities (except in the capacity of an air passenger), military demonstration or training, fighting in arm forces.
- 10. War, civil war, strike.
- 11. Terrorism

V. CONTRACT OF INSURANCE, PREMIUM, AND DURATION

Article 7 Where the proposal for a group makes personal accident insurance, CAMINCO shall conclude an insurance contract with such group upon considering the name list of the individuals to be insured attached thereby.

If the applicant is an individual or a family, CAMINCO shall issue separate Certificate of insurance for each individual.

The insured amount and the period of insurance shall be specified in accordance with the proposal of the Insured (Proposer). The insured amount shall be the maximum limit of liability of CAMINCO to be applied to an accident sustained by the Insured.

- **Article 8** The basic rate, which the premium and the insured amount shall be subjected to, is stipulated by CAMINCO and set forth in the premium tariffs. The payment of the insured amount after the occurrence of an insured event shall be made in the same sort of currency that tire Insured has used to settle the insurance premium
- **Article 9** The liability under the Contract of insurance shall attach from the time the Insured has paid insurance premium as provided in the contract or Certificate of insurance.
- **Article 10** In case of either of the parties proposes to rescind the contract of insurance such party shall notify the other by five day notice and, where both parties have agreed to the rescission the portion of premium of the remaining uninsured period shall be returned at the rate of 90 percent, provided that until that time no approval has been confirmed by CAMINCO for the refund of the insured amount.

VI. THE RIGHTS OF THE INSURED

- **Article 11** Should the covered accident result in the Insured's death, CAMINCO shall pay the total insured amount mentioned in the Contract or Certificate of insurance.
- **Article 12** In the case of the Insured sustains bodily injury caused by the covered accident, CAMINCO shall pay the insured amount as provided in the "Table for Payment of Insured Amount"
- **Article 13** Should the Insured die within one year after an accident as a consequential loss, and that is a covered accident, CAMINCO shall pay the difference between the insured amount set forth in the Contract or Certificate of insurance, and any sum of money which has been paid beforehand.
- **Article 14** Should the consequential loss of a covered accident become more serious due to the influence of any chronic disease or invalid state or the treatment of the injury is not on time and without indication of the health services. CAMINCO shall pay the insured amount in accordance with the degree of disability, which would have been reasonably expectable from a person of normal physical capacity and presumably received a reasonable treatment.

VII. DUTIES OF THE INSURED

- **Article 15** The Insured shall be liable to pay insurance premium accurately and completely as stated in the "Tariffs of Premium and the Insured Amount".
- **Article 16** Upon occurrence of the accident, the Insured or his relatives shall take all applicable and necessary measures in order to rescue the victim.

VIII. PROCEDURE IN THE SETTLEMENT OF CLAIMS

- **Article 17** When filling a claim with CAMINCO for the insured amount, the Insured or his legal heir shall submit the following documents within one month after the date the Insured regains health or dies:
- 1. Proposal for payment of insured amount,
- 2. Certificate of Insurance

- 3. Name list of the Insured
- 4. Report on the accident approved by a government body local authority or police station at the place the accident occurs,
- 5. Statement of medical treatment by the health services (Bill of discharge from hospital, Bill of medical treatment and other vouchers relating to the treatment), and
- 6. In case of death: Death Certificate and Certificate for legal heir.
- 7. In case of the Insured entrust another with the receipt of the insured amount, a legal letter of attorney shall be supplemented.
- **Article 18** The insured amount shall be paid to the Insured or his trustee. The legal heir shall be permitted to receive such amount if the Insured dies.
- **Article 19** Where there are signs showing the unfaithfulness on the part of the Insured or his legal heir in the implementation of these Regulations, CAMINCO shall have the rights to repudiate the payment of insured amount partly or wholly according to the extent of infringement.
- **Article 20** CAMINCO is obligated to investigate the case and settle the claim within 21 days after the legal claim file has been received adequately and in good order.

SETTLEMENT OF DISPUTES

- Article 21 Where there is any claim against the payment of the insured amount by CAMINCO, the Insured or his legal heir shall execute his rights thereof within 6 months after the date of receipt of the notice or payment of the insured amount from CAMINCO.
- **Article 22** Any dispute in connection with these Regulations which cannot be settled by negotiation between the parties concerned, either of the parties has the right to refer the case to the State Judicial Authority, at the place the Insured has effected payment of insurance premium.

TABLE FOR PAYMENT OF INSURED AMOUNT

TOTAL DISABLEMENTS 3. Functional impairment of chew and loss of speech..... 4. Loss of or total paralysis of two arms (at shoulder or beneath elbow) or two legs (at hip or beneath knees)............... 100% 5. Loss of two hands or two feet or one arm and one foot or one arm and one leg or one hand and one foot...... 100% 6. Cutting off of right or left lung and a part of the other..... 100% 7. Total permanent disablement which entirely prevent the Insured person from engaging any business (total paralysis, injuries resulting in being permanently bedridden or causing permanent total disablement)..... 100% PARTIAL DISABLEMENTS **Upper limbs** 8. Total loss of one arm at shoulder (removal of shoulder joint)..... 75 - 85% 9. Cutting off of one arm beneath shoulder..... 70 - 80% 10. Cutting off of one arm at or beneath elbow (removal of elbow joint)..... 65 - 75% 11. Total loss of one hand or five fingers of one hand..... 60 - 70% 12. Total loss of 4 fingers of one hand (not including thumb)..... 40 - 50% 13. Total loss of one thumb and one forefinger of one hand..... 35 - 45% 14. Total loss of middle finger and ring finger and little finger of one hand..... 30 - 35% 15. Total loss of thumb and the other two fingers of one hand..... 35 - 40% 16. Total loss of thumb and the other one finger of one hand..... 30 - 35% 17. Total loss of forefinger and the other two fingers of one hand...... 35 - 40% 18. Total loss of forefinger and middle finger of one hand...... 30 - 35% 19. Total loss of thumb and its one metacarpal bone. 25 - 30% - Total loss of thumb of either hand.... 20 - 25% - Total loss of one phalanx of thumb. 10 - 15% - Total loss of half of distal phalanx of thumb. 7 - 10% 20. Total loss of forefinger and its one metacarpal bone..... 20 - 25%

- Total loss of forefinger	
- Total loss of two phalanges of forefinger	
- Total loss of one phalanx of forefinger	8 - 10%
21. Total loss of middle finger or ring finger (including the metacarpal bone)	
- Total loss of middle finger or ring finger	
- Total loss of two phalanges of middle finger or ring finger	
- Total loss of one phalanx of middle finger or ring finger	
22. Total loss of little finger and its metacarpal bone	
- Total loss of little finger of either hand	
- Total loss of two phalanges of little finger	8 - 10%
- Total loss of one phalanx of little finger	
23. Anchylosis of shoulder joint	25 - 35%
24. Anchylosis of elbow joint	25 - 35%
25. Anchylosis of wrist joint	25 - 35%
26. Fracture of upper arm bone resulting in deformed callus / shortening of upper limb above 3 cm and sig	nificant constraint of
pronation and supination function / false	
joint	25 - 35%
27. Fracture of humerus bone at anatomical neck resulting in deformed callus / significant restricted moven35 - 45%	nent of shoulder joint
28. Fracture of upper arm bone resulting in	
- Normal callus and normal movement	15 - 25%
Deformed callus and myasthenia	25 - 30%
29. Fracture of two forearm bones.	12 - 25%
30. Fracture of either radial bone or ulnar bone.	
31. False articulation in two forearm bones	.25 - 35%
32. False articulation in one forearm bone	15 - 20%
33. Fracture of lower end of radial bone	10 - 18%
34. Fracture of styloid process of radius or ulna	8 - 15%
35. Fracture of carpal bones.	
36. Fracture of metacarpal bones (from one bone to many bones)	8 - 15%
37. Fracture of clavicle resulting in	
- Normal callus	8 - 12%
Deformed callus, restricted movement of shoulder	18 - 25%
- Pressing in shoulder circumflex nerve	30 - 35%
38. Fracture of scapula, which is:	
Breaking of the bone and missing of the body of scapula	10 - 15%
- Fracture of horizontal ramous.	17 - 22%
Fracture of shoulder-joint part	30 - 40%
39. Fracture of bones of finger (from one to many bones).	
	3 12/0
<u>Lower limbs</u>	
40. Loss of one leg at hip (removal of hip joint)	75 - 85%
- upper half	70 - 80%
- half or lower half	55 - 75%
42. Cutting off of a leg up to knee (removal of knee joint)	60 - 70%
43. Removal of tars metatarsal joint or loss of one foot	55 - 65%
44. Loss of talus	35 - 40%
45. Loss of calcaneal	35 - 45%
46. Loss of portion of tibia or fibula resulting in false joint	35 - 45%
47. Loss of portion of fibula.	20 - 30%
48. Total loss of ankle	_, _,,,,
- External	10 - 15%
- Internal	15 - 20%
49. Total loss of five toes of one foot.	45 - 55%
50. Loss of four toes including big toe of one foot.	
51. Loss of 4 toes excepting big toe	
52. Loss of the 3 rd and the 4 th and the 5 th toe of one foot	
32. Loss of the 3 and the 4 and the 5 toe of one foot	25 - 30%
53. Loss of the 1 st and the 2 nd and the 3 rd toe of one foot	30 - 35%
54. Loss of hig toe and the 2 nd toe of one foot	20 - 25%

55. Loss of big toe	15 - 20%
56. Loss of any one toe other than big toe	
57. Loss of one phalanx of big toe	
58. Anchylosis of hip joint	
59. Anchylosis of knee joint	
60. Loss of substantial portion of patella resulting in significant restricted extension movement of lower-le 61. Fracture of leg resulting in deformed callus or loss of bone portion which causing shortening of leg	
– by 5 cm	. 40 - 45%
- from 3 to 5 cm	35 - 40%
62. Total paralysis of common peroneal nerve	35 - 45%
63. Total paralysis of tibial nerve	25 - 35%
64. Fracture of thigh at its middle third or lower third portion which resulting in	20 200/
- normal callus	
- deformed callus, deviation axis, adduction or abduction deviation, myasthenia (the maximum limit	
which involving surgery)	30 - 40%
65. Fracture of thigh at its upper third or at the neck of femur bone which resulting in	25 250/
- normal callus, straight axis	. 25 - 35%
- deformed callus, deformed axis, walking with pain, myasthenia	35 - 45%
W. Falso dia latina in the mode of Company	45 550/
66. False articulation in the neck of femur bone.	
67. Fracture of tibia and fibula.	
68. Fracture of tibia.	
69. Fracture of tibial tray	
70. Fracture of fibula.	
71. Cutting of patellar tendon	
72. Breaking of patella (the maximum limit will be payable in case which involving surgery)	
73. Breaking of patella resulting in anchylosis of knee joint or myasthenia of quadriceps femoris muscle	(depending on degree of
myasthenia)	
74. Cutting of Achilles tendon	
75. Fracture of metatarsal bones (depending on one to many bones)	
76. Breaking of calcaneal	
77. Fracture of bone of toe (depending on one to many bones)	
78. Fracture of horizontal ramus of pubic bone	
79. Fracture of ischium protuberance	
80. Fracture of wing of ilium of either sides.	
81. Fracture of ilium of two sides resulting in deformed shape of ilium (depending on degree of adverse in	40 - 60%
82. Fracture of sacrum – not causing disorder of teres muscle	10 150/
- causing disorder of teres muscle	10 - 1370
- causing disorder of teres muscle.	23 - 33%
Spinal column	
92 Cuting off of materials	
83. Cutting off of posterior arch – of one vertebra	25 400/
- of more than 3 vertebras.	
84. Flatting fracture of one vertebra body (not causing paralysis of spinal cord)	
85. Flatting fracture of more than one vertebra bodies (not causing paralysis of spinal cord)	
86. Fracture of spinous process or transverse process of	43 - 00/0
- one vertebra	10 170/
- more than one vertebras	
more than one verteoras	43 - 43/0
Skull and brain	
87. Loss of osseous piece of skull (having no symptom of mental disease)	25 400/
- the diameter of the missing place is less than 6 cm.	
- the diameter of the missing place is from 6 to 10 cm.	
- the diameter of the missing place is more than 10 cm.	50 - 70%
88. Linguistic disorder resulting from cerebral injury	20 4007
- Lisp, stammer which have adverse impact on communication	30 - 40%

Dumbness due to injury to Broca area	
- Loss of communication ability by writing, loss of linguistic awareness due to injury to Werrick	
89. Total loss of cranial skin (partial loss will be proportional percentage of total loss)	45 - 55%
90. Compound skull fracture	
- skull cracking	40 - 50%
- depressed fracture	30 - 40%
many pieces of bone are driven inward brain	50 - 70%
91. Simple skull fracture	
– skull fornix fracture	20 - 30%
- skull fornix fracture which spreads to skull basal but not causing paralysis of cranial nerves	30 - 40%
- skull fornix fracture which spreads to skull basal and causing paralysis of cranial nerve (s)	
92. Head injury	
- brain concussion.	8 - 15%
– brain edema	
- brain contusion.	
- subarachnoid space hemetoma.	
- hemetoma inside skull (epidural, subdural or brain hemetomas)	30 - 40%
Thorax	4.5 000/
93. Cutting off of one to two ribs	
94. Cutting off of more than three ribs	
95. Cutting off of portion of each rib	
96. Fracture of one to two ribs	
97. Fracture of more than 3 ribs.	
98. Pure fracture of sternum (not having impact on heart and respiration function)	
99. Sternum being jagged, cracking of sternum	
100. Cutting off of one lung	
101. Cutting off of many pulmonary lobes in both lungs, respiration volume decreases by 50%	
102. Cutting off of many pulmonary lobes in one lung	50 - 60%
103. Cutting off of one pulmonary lobe	35 - 45%
104. Pneumohaemothorax, pneumohydrothorax (pure puncture and suction)	4 - 10%
105. Pneumohaemothorax (being drained or operate for stopping bleeding)	20 - 30%
106. Cardiac valve injury, Cardiac wall injury (not cause heart failure)	50 - 60%
107. Outer cardiac membrane suturing operation	
-operational result is limited.	60 - 70%
– operational result is good	35 - 45%
<u>Abdomen</u>	
108. Total gastrectomy.	75 - 85%
109. Subtotal gastrectomy.	
110. Enterectomy (remaining under 1 m)	
111. Partial enterectomy.	
112. Total colonectomy	
113. Subtotal colonectomy	
114. Hepatic pure right lobectomy	
115. Hepattic pure left lobectomy.	
116. Partial lobectomy, depending on place, quantity and operational result.	
117. Cholecystectomy	
118. Lienectomy	
119. Tail of pancreas-lienectom.	
120. Suturing the hole in stomach	
121. Suturing the hole in small intestine (depending on one or many holes)	
122. Suturing the hole in large intestine	
123. Liver contusion injury, suturing the liver	
124. Suturing broken lien.	
125. Suturing broken pancreas	50 - 35%

Urogenital System

126	Total renoectomy, the remain kidney is normal.	50 - 60%
	Total renoectomy, the remain kidney is injured or contracted disease	
	Subtotal left or right renoectomy.	
	Renal injury (depending on degree of seriousness and one side or both sides)	
	- Slight (without any specific surgical procedure, to require monitoring for fewer than 5 days)	4 - 8%
	- Average (to prescribe specific drug, to require monitoring for more than 5 days)	
	- Severe (contusion, to require surgical procedure)	
130	Partial bladder-ectomy.	
	Permanent bladder-ostomy.	
	Suturing the hole in bladder	
	Loss of penis and testicle	
	- In respect of the person who is under 55 years old and without children	70 - 80%
	- In respect of the person who is under 55 years old and have had children	55 - 65%
	- In respect of the person who is above 55 years old	
134	Utero-ovarioctomy Utero-ovarioctomy	
	- In respect of the woman who is under 45 years old and without children	60 - 70%
	- In respect of the person who is under 45 years old and have had children	
	- In respect of the person who is above 45 years old	
135	Mammoctomy in woman who is under 45 years old	
	– one side	20 - 30%
	- both sides	45 - 55%
	Mammoctomy in woman who is above 45 years old	
	- one side	15 - 20%
	- both sides	30 - 40%
136	Total loss of or total loss the use of one eye	55 - 65%
	– not to be able to be installed artificial eye	
	– to be able to be installed artificial eye	
	One eye is accidentally injured, power of vision remains 1/10	
	One eye is accidentally injured, power of vision remains from 2/10 to 4/10	
	One eye is accidentally injured, power of vision remains 5/10 to 7/10	
140.	Loss the use of one eye and the victim is already one-eyed before the accident	80 - 90%
Ear	-Nose-Throat	
141	Total loss of hearing in both ears	75 - 85%
2 11.	- Partial loss of hearing in both ears (be able to hear loud voice or when shouting into ear)	
	- Partial loss of hearing in both ears (be able to hear loud voice from 1 - 2 m)	
	- Partial loss of hearing in both ears (be able to hear loud voice from 2 - 4 m)	
142	Total loss of hearing in one ear.	
	- Partial loss of hearing in one ear (average)	15 - 20%
	- Partial loss of hearing in one ear (slight)	
143	Total loss of helix in both sides.	
	Total loss of helix in one side	
	Shriveled scar in helix in one side that causes external acoustic steno sis	
	Loss of nose, deformed nose	
	Throat lesion resulting in scar that causes throat steno sis which has adverse impact on swallow	
Den	tistr <u>y</u>	
148	Total loss of maxilla and mandible at its ram us downward	00 0001
	- In different sides	
1.40	- In one side	
	Total loss of maxilla or mandible	
150.	Partial loss of maxilla or mandible (loss one-third to one-second of the bone) or loss of mand 35 - 45%	idle at its ramus downward

151. Fracture of maxilla or mandible, which results in deformed callus causing disarticular eating30 - 35%	ation, strain in chewing, difficult in
152. Fracture of zygomatic bone and ramus of maxilla and mandible which cause slightly di chewing function	
153. Fracture of mandible resulting in false joint due to partial union or non-union	
154. Loss of teeth	
- more than 8 teeth and not be able to be installed false teeth	30 - 40%
- from 5 to 7 teeth.	
- from 3 to 4 teeth.	
- from 1 to 2 teeth.	3 - 6%
155. Loss of three-forth of tongue remaining its root.	
156. Loss of two-third of tongue remaining its root.	
157. Loss of one-third of tongue which adversely impacts on pronouncing	
158. Loss of part of tongue (less than one-third) which adversely impacts on pronouncing	
159. Soft tissue wound: skin laceration, mucous membrane laceration, sprain, disarticulatio	
function (depending on degree of seriousness)	
160. Soft tissue wound that has some adverse impact on tendon, muscle, large blood vess seriousness)	12 - 25%
161. Soft tissue wound in thorax, abdomen, that have adverse impact on respiratory function	35 - 45%
162. Soft tissue wound that results in cirrhosis scar which occurs deformation in face and c and neck movement	40 - 60%
163. Soft tissue wound that results in large missing place around mouth or lip wound or impact on eating, drinking	check wound that have significantly50 -
164. Partial loss of palate that causes abnormal opening between nose and mouth	20 200/
165. Un deep burn (first and second degree burn)	20 - 30%
- Surface is under 5% body skin	2 70/
- Surface is from 5 - 15% body skin	
- Surface is above 15% body skin.	
•	13 - 2370
166. Deep burn (third and fourth burn) — Surface is under 5% body skin	20 259/
- Surface is from 5 - 15% body skin	
- Surface is above 15% body skin.	
- Surface is above 13% body skill.	00 - 8070

PRINCIPLE IN THE SETTLEMENT OF PAYMENT OF BENEFITS

The settlement of payment of benefits under this table shall be based on a victim's vouchers of treatment and provided as follows:

- 1. Loss of use of body part and permanent failure of limb are deemed to be loss of body part and loss of limb
- 2. For injuries not specified in the Table, the compensation percentage will be rated in accordance with comparison between the seriousness of its and other injuries specified in the Table.
- 3. Normally treated injury (disability), non-infectious injury, benefit shall be payable for such injury in accordance with minimum level of percentages of the scale of benefits specified in this case.
- 4. Complicatedly treated injury or remaining consequence after treatment, then basing on the degree of seriousness the compensation percentage shall gradually increase from minimum percentage to maximum percentage.
- 5. For poly-injuries specified in the table, benefit shall be paid for each injury, the total of benefits payable shall, however, not exceeding 100% of the total insured amount. In case poly-injuries located in one limb, the percentage shall not exceed the percentage specified for total loss of that limb.
- 6. For injuries need to be re-operated or need to break callus so that the fracture bones can heal again. The compensation percentage for that shall not exceed 50% minimum percentage specified for the injuries.