

វិក្កយបត្រ/ INVOICE

ឈ្មោះក្រុមហ៊ុន ឬអតិថិជន : ASIAMYWAY CO., LTD.
រិក្កយបត្រលេខ/INVOICE NO : DN/001/25/087326
COMPANY/ CUSTOMER'S NAME
កាលបរិច្ឆេទ/INVOICE DATE : 20 AUGUST 2025
អាសយដ្ឋាន : TRPEANG TRENG VILLAGE, SALA
លេខគណនេយ្យ/ACCOUNT CODE : U-BRK/B3742/C000188954
ADDRESS KAMRAEUK, SIEM REAP, SIEM REAP,
CAMBODIA
លេខអត្តសញ្ញាណកម្មសារពើពន្ធ : B116-901702127
VAT TIN
ខែ/ឆ្នាំគណនេយ្យ/ACC MONTH/YEAR : 08/2025
ទូរស័ព្ទលេខ/TEL :
លេខបញ្ជាសន្យារ៉ាប់រង/POLICY NO : D/001/CPID/23/000016
ប្រភេទបញ្ជា/PRODUCT : PROFESSIONAL INDEMNITY INSURANCE
រយៈពេលធានា/PERIOD OF COVER : 01 AUGUST 2025 TO 31 JULY 2026
ទឹកប្រាក់ធានា/SUM INSURED : USD 500,000.00

Table with 2 columns: បរិយាយ/DESCRIPTION and តម្លៃសេវា(ដុល្លារអាមេរិក)/AMOUNT (USD). Rows include Gross Premium (16,296.30), Admin Fee (1.00), and Total Premium Due (16,297.30).

EXCHANGE RATE USD 1.00 = KHR 4,008
TOTAL PREMIUM DUE : KHR 65,319,578.00

របៀបនៃការទូទាត់/PAYMENT INSTRUCTION:

សូមទូទាត់មកគណនី ឈ្មោះ FORTE INSURANCE (CAMBODIA) PLC. ឬ ផ្ទេរតាមរយៈធនាគារដូចមានរាយនាមខាងក្រោម៖
PLEASE ISSUE CHEQUE PAYABLE TO FORTE INSURANCE (CAMBODIA) PLC OR TRANSFER VIA THE FOLLOWING BANKS:

Table with 5 columns: No., Bank Name, Account Name, Account Number, Swift Code. Lists 9 banks including ACLEDA, ABA, VATTANAC, Bank of China, Wing, AMK, KB Prasac, CIMB, and Foreign Trade Bank of Cambodia.

សូមបញ្ជាក់ពីឈ្មោះអ្នកត្រូវបានធានារ៉ាប់រង ឬ លេខបញ្ជាសន្យារ៉ាប់រង ឬ លេខវិក្កយបត្រ នៅកន្លែងកំណត់ចំណាំពេលផ្ទេរតាមរយៈធនាគារ។
PLEASE QUOTE THE INSURED NAME/POLICY NO./INVOICE NO. IN THE "REMARK" WHEN MAKING YOUR TRANSFER.

សូមពិនិត្យលក្ខខណ្ឌនៃរយៈពេលក្នុងការបង់បុព្វលាភនៅក្នុងបញ្ជាសន្យារ៉ាប់រង។
PLEASE PAY ATTENTION TO THE PREMIUM WARRANTY CLAUSE IN THE POLICY.



ហត្ថលេខាអ្នកតំណាងក្រុមហ៊ុន/AUTHORIZED SIGNATORY

ISSUED BY: MUY MONINRATHNEATH

**POLICY SCHEDULE**

THIS DOCUMENT DETAILS WHAT IS INSURED UNDER THIS POLICY, PLEASE EXAMINE THE POLICY TERMS, CONDITIONS AND EXCLUSIONS CAREFULLY, AND ADVISE US OR YOUR INSURANCE BROKER/AGENT IF ANY ARE NOT CORRECT.

**PROFESSIONAL INDEMNITY INSURANCE**

<b>POLICY NO.</b>	: D/001/CPID/23/000016	<b>ACCOUNT NO:</b> U-BRK/B3742/C000188954
<b>INSURED</b>	: ASIA MY WAY LIMITED AND ITS SUBSIDIARY ASIA MY WAY JAPAN COMPANY LIMITED ASIA MY WAY KOREA	
<b>ADDRESS</b>	: TRPEANG TRENG VILLAGE, SALA KAMRAEUK, SIEM REAP, SIEM REAP, CAMBODIA.	
<b>BUSINESS</b>	: TOUR OPERATOR	
<b>PERIOD OF INSURANCE</b>	: 01 AUGUST 2025 TO 31 JULY 2026 (BOTH DATES INCLUSIVE)	
<b>LIMIT OF LIABILITY</b>	: <b>USD 500,000.00</b> EACH AND EVERY CLAIM AND IN AGGREGATE DURING THE POLICY PERIOD	
<b>DEDUCTIBLE</b>	: <b>USD 15,000.00</b> EACH AND EVERY CLAIM	
<b>PROFESSIONAL SERVICES</b>	: TOUR OPERATOR	
<b>RETROACTIVE DATE</b>	: - ASIA MY WAY LIMITED: 01 AUGUST 2023 - ASIA MY WAY JAPAN COMPANY LIMITED: 15 JANUARY 2024 - ASIA MY WAY KOREA: 02 JANUARY 2025 SUBJECT TO NO GAP IN COVER	
<b>TERRITORIAL LIMIT</b>	: WORLDWIDE EXCLUDING USA AND CANADA	
<b>JURISDICTION</b>	: WORLDWIDE EXCLUDING USA AND CANADA	
<b>CHOICE OF LAW AND JURISDICTION</b>	: IN THE EVENT OF A DISPUTE BETWEEN THE INSURED AND INSURERS THIS POLICY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF ENGLAND AND WALES. ANY DISPUTE BETWEEN THE PARTIES OVER THE TERMS OF THIS POLICY SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES.	
<b>OPTIONAL EXTENSIONS</b>	: 3.1. FRAUD & DISHONESTY NOT COVERED 3.2. PRINCIPALS PREVIOUS BUSINESS NOT COVERED	
<b>POLICY WORDING</b>	: PROFESSIONAL INDEMNITY INSURANCE POLICY WORDING	
<b>ENDORSEMENTS</b>	: ALL EXCLUSIONS AND EXTENSIONS WORDING THROUGHOUT, TO APPLY TO ALL ASPECTS OF COVER INCLUDING AND NOT LIMITED TO THE POLICY WORDING 1. ABSOLUTE BODILY INJURY & PROPERTY DAMAGE EXCLUSION 2. ADVENTURE ACTIVITIES EXCLUSION 3. CLAIM CONTROL CLAUSE 4. CURRENCY CLAUSE 5. CYBER EXCLUSION CLAUSE - LMA5458 6. PREMIUM WARRANTY CLAUSE - 30 DAYS 7. SABOTAGE AND TERRORISM EXCLUSION CLAUSE 8. SANCTION LIMITATION AND EXCLUSION CLAUSE 9. TRAVEL AGENTS ENDORSEMENT 10. FINANCIAL INTEREST COVER FOR CERTAIN FOREIGN TERRITORIES - APPLIED FOR ASIA MY WAY JAPAN COMPANY LIMITED & ASIA MY WAY KOREA 11. TERRITORY RESTRICTION ENDORSEMENT	

<b>TOTAL PREMIUM</b>	:	PREMIUM	:	USD	16,296.30
		ADMINISTRATION FEE	:	USD	1.00
		<b>TOTAL</b>	:	<b>USD</b>	<b>16,297.30</b>

**DATE OF ISSUE** : 20 AUGUST 2025

FOR FORTE INSURANCE (CAMBODIA) PLC.



**AUTHORIZED SIGNATURE**

ISSUED BY: MUY MONINRATHNEATH

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## **ENDORSEMENTS**

### **1. ABSOLUTE BODILY INJURY & PROPERTY DAMAGE EXCLUSION**

It is agreed that Exclusion 4.2 Bodily Injury & Property Damage is deleted and replaced with:

#### **4.2 Bodily Injury & Property Damage**

directly or indirectly caused by, arising out of or in any way connected with any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock or any loss of, damage to or destruction of property (including the loss of use thereof).

In all other respects this **Policy** remains unaltered.

### **2. ADVENTURE ACTIVITIES EXCLUSION**

It is noted and agreed that this Policy does not cover any liability claim arising directly or indirectly from or caused by, contributed to by the Adventure Activities.

### **3. CLAIM CONTROL CLAUSE**

Notwithstanding anything to the contrary contained in this (Re)Insurance it is a condition precedent to (Re)Insurers' liability under this (Re)Insurance that:

- a) The (Re)Insured shall give to the (Re)Insured(s) written notice as soon as reasonably practicable of any claim made against the (Re)Insured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.
- b) The (Re)Insured shall furnish the (Re)Insurer(s) with all information known to the (Re)Insured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the (Re)Insurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- c) The (Re)Insurer(s) shall have the right at any time to appoint adjuster and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim notified to the (Re)Insurer(s) as aforesaid.
- d) The (Re)Insured shall co-operate with the (Re)Insurer(s) and any other person or persons designated by the (Re)Insurers in the investigation, adjustment and settlement of such claim notified to the (Re)Insurer(s) as aforesaid.

### **4. CURRENCY CLAUSE**

It is agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in this Policy or endorsed thereon, the Insured may, for the purpose of making this Policy take effect, pay the premium in Khmer Riel (KHR) instead of US\$ (or other currency) equivalent to US\$ (or other currency) amount stated in the Company-issued Debit Note at the selling transmittance exchange rate quoted by the National Bank of Cambodia at the time of the premium remittance.

In case of a claim, the claim payment will be paid in KHR equivalent to US\$ (or other currency) amount at the selling transmittance exchange rate quoted by the National Bank of Cambodia at the time of the claim remittance.

### **5. CYBER EXCLUSION CLAUSE - LMA5458**

1. Notwithstanding any provision to the contrary within this Reinsurance Agreement or any endorsement thereto this Reinsurance Agreement excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion or any other part of this Reinsurance Agreement.
3. If the Reinsurers allege that by reason of this exclusion any CYBER LOSS sustained by the Reinsured is not covered by this Reinsurance Agreement, the burden of proving the contrary shall fall to the Reinsured.

#### **Definitions**

4. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.
5. CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.



6. CYBER INCIDENT means:
  - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
  - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.
7. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, DATA storage device, networking equipment or back up facility.
8. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

LMA5458  
05 November 2020

**6. PREMIUM WARRANTY CLAUSE – 30 DAYS**

1. Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the company, the registered broker or registered agent through whom this Policy was effected:
  - (A) when the period of insurance is 30 days or more, within thirty (30) days from the:
    - (i) Inception Date of the coverage under the Policy, Renewal Certificate or Cover Note; or
    - (ii) Effective Date of the coverage stated on each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note when the Effective Date of coverage stated on the Endorsement is on or after the Issuance Date of the Endorsement; or
    - (iii) Issuance Date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note where the Effective Date of coverage under the Endorsement is before the Issuance Date;Or
  - (B) where the total premium under any single policy exceeds USD 30,000/- and the Company has allowed payment of that premium by installments, within thirty (30) days from the:
    - (i) Inception Date of the cover under the Policy, Renewal Certificate or Cover Note for the first installment and thereafter from the agreed dates on which the subsequent installment become payable and
    - (ii) Effective Date of coverage of any endorsement issued under such Policy, for the first installment and thereafter from the agreed dates on which the subsequent become payable.Or
  - (C) when the period of insurance is less than thirty (30) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.
2. In the event any of the above mentioned premium is not paid in full to the Company, Registered broker or registered agent as described above in the manner and within the time stipulated above (the "premium warranty perils"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the Company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the company will be entitled to a pro-rata time on risk premium subject to a minimum of USD 50/-.

**7. SABOTAGE AND TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.



This endorsement also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

**8. SANCTION LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no 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 insurer to any 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.

In all other respects this Policy remains unaltered.

**9. TRAVEL AGENTS ENDORSEMENT**

It is agreed that this **Policy** does not apply to any **Claim**:

- (a) based on or arising out of the insolvency, bankruptcy or financial failure of third parties (including but not limited to creditors or service providers of the **Insured**); or
- (b) based on or arising out of any insurance advice or sale of insurance; or
- (c) based on or arising out of marketing or sale of timeshare.

**10. FINANCIAL INTEREST COVER FOR CERTAIN FOREIGN TERRITORIES – APPLIED FOR ASIA MY WAY JAPAN COMPANY LIMITED & ASIA MY WAY KOREA**

**Insurer** will pay the Financial Interest of the **Insured** in connection with the **Loss** of any:

1. **subsidiary** or entity operated or controlled by the **Insured** or **Relative** of the **Insured** in respect of **Claims** made against such **subsidiary** or entity;
2. entity in which an **Insured** has a **Financial Interest**;

located in a **Restricted Foreign Jurisdiction**, but only if and to the extent that:

- (a) such **Claim** would fall within an Insurance Cover or Extension provided under this **Policy** but for the fact that this **Policy** is not permitted to provide coverage for such **Claim** due to the law of such **Restricted Foreign Jurisdiction** and
- (b) (i) an International Program Policy for such **Restricted Foreign Jurisdiction** has not been purchased; or  
(ii) an International Program Policy for such **Restricted Foreign Jurisdiction** has been purchased, but the Limit of Liability of such International Program Policy is not sufficient to cover the entire **Loss** of such **Claims**; subject to local legal restrictions.

The **Insured** accepts that any payment by **Insurer** to the **Insured** pursuant to this section above shall discharge any liability which **Insurer** might have had to such **subsidiary** or entity in respect of the relevant liability.

For the purpose of the above coverage, the entities or subsidiaries are: Asia My Way Japan Company Limited & Asia My Way Korea

**11. TERRITORY RESTRICTION ENDORSEMENT**

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

- i. entity organized, headquartered, incorporated, registered or established in a **Specified Area**; or
- ii. natural person resident or located in a **Specified Area**; or
- iii. claim, action, suit or proceeding brought or maintained in a **Specified Area**; or
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any computer system, data, money or securities located in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or



- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).
- c. Ukraine

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.



## Professional Indemnity Insurance Policy Wording

In consideration of the payment of the Premium and in reliance upon all statements made and information provided to **FORTE**, including statements made in the **Proposal** and materials accompanying it, which it is agreed shall form the basis of this insurance, and subject to all the terms, conditions, exclusions and limitations of this **Policy**, **FORTE** agrees as follows:

### 1. Insuring Clause

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#### 1.1 Cover

**FORTE** shall pay on behalf of the **Insured** any **Loss** arising from any **Claim** for civil liability in the conduct of the **Business**, provided that such **Claim**:

- (a) is first made against the **Insured** during the **Period of Insurance** and notified to **FORTE** in accordance with Clause 5.1 (Notification of Claims); and
- (b) arises from an act, error or omission of the **Insured** occurring on or after the **Retroactive Date**.

### 2. Automatic Extensions

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Each of the following Extensions automatically apply unless otherwise stated in the endorsements. Each of the Extensions is subject to the **Schedule**, the **Excess**, Insuring Clause, Exclusions, Definitions and other terms of this **Policy** unless otherwise stated in this Section 2. None of these Extensions increase the limits of liability specified in the **Schedule**.

#### 2.1 Consultants, Contractors, Subcontractors and Agents

**FORTE** agrees to extend cover to any **Loss** resulting from a **Claim** arising from any consultant, contractor, subcontractor or agent of the **Insured** for whose acts, errors or omissions the **Insured** is legally liable.

This Extension neither affords coverage to any consultant, contractor, subcontractor or agent of the **Insured** nor makes any such person or entity an **Insured**.

#### 2.2 Defamation

**FORTE** agrees to extend cover to any **Loss** resulting from a **Claim** arising from defamation by the **Insured** in the conduct of the **Business**, provided that the **Insured** did not intend to make the defamatory statement with express malice.

#### 2.3 Intellectual Property Infringement

**FORTE** agrees to extend cover to any **Loss** resulting from a **Claim** arising from unintentional infringement of any intellectual property right except patent right by the **Insured** in connection with the **Business**.

#### 2.4 Joint Venture Liability

**FORTE** agrees to extend cover to any **Loss** resulting from a **Claim** arising from the **Insured's** participation in a **Joint Venture**.

This Extension neither affords coverage to any person or entity with whom the **Insured** is in **Joint Venture** nor makes any such person or entity an **Insured**.

#### 2.5 Loss of Documents

Notwithstanding Exclusion 4.2 (Bodily Injury & Property Damage), **FORTE** agrees to extend cover to any **Loss** for a **Claim** arising from the loss of, damage to or destruction of client's **Documents** for which the **Insured** is legally responsible in the conduct of the **Business** and which have been destroyed, damaged or lost and cannot be found after diligent search, provided that:

- (a) the **Loss** recoverable under this clause is only limited to the reasonable and necessary costs, charges and expenses in replacing or restoring the **Documents**
- (b) the loss of, damage to or destruction of such **Documents** was first discovered by the **Insured** during the **Period of Insurance**; and
- (c) notified to **FORTE** in accordance with Clause 5.1 (Notification of Claims); and



- (d) the Claim for such costs, charges and expenses is supported by satisfactory proof of loss (including bills and accounts) which shall be subject to approval by a competent person nominated by FORTE with the **Insured's** approval (which shall not be unreasonably withheld); and
- (e) this Extension shall not provide coverage for any costs, charges or expenses directly or indirectly relating to any **Documents** which have been destroyed, damaged or lost as a result of wear, tear or other gradually operating causes.

## 2.6 Newly Acquired or Created Subsidiaries

FORTE agrees to extend cover to any **Subsidiary** of the **Firm** which is acquired or created during the **Period of Insurance**, provided that:

- (a) such coverage will automatically be revoked 30 days after the effective date of such acquisition or creation or upon the expiry date of the **Period of Insurance**, whichever is earlier; and
- (b) this Extension does not provide coverage in respect of any **Claim** against the **Subsidiary** arising from an act, error or omission occurring before the **Firm** acquires or creates the **Subsidiary**.

FORTE may, at its discretion, agree to provide further coverage beyond the 30 days period if the **Insured** has:

- (i) notified FORTE of the acquisition or creation of the **Subsidiary**; and
- (ii) provided any additional information requested by FORTE; and
- (iii) agreed to any additional terms imposed by FORTE including the charging of any additional premium considered appropriate, additional or different exclusions, or other terms.

## 2.7 Run Off Cover for Insured Entity

In the event that a **Firm** is merged into or acquired by another entity or otherwise ceases to exist or operate during the **Period of Insurance**, the coverage provided under the **Policy** for such **Firm** shall continue until the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** that arises from an act, error or omission by the **Firm** occurring between:

- (a) the **Retroactive Date**; and
- (b) the date the **Firm** ceased to exist or operate or was merged into or acquired by another entity.

## 2.8 Continuous Cover

If the **Insured** was continuously covered by FORTE under successive primary policies from the date when the **Insured** first became aware of any **Claim** or **Circumstance** referred to in Exclusion 4.9 (Prior Matters), FORTE will not rely on that Exclusion, provided that:

- (a) the failure of the **Insured** to disclose the **Claim** or **Circumstance** before the commencement of the **Period of Insurance** was not fraudulent; and
- (b) the **Insured's** entitlement to indemnity will be determined in accordance with the terms of, and subject to the excess of, the policy held by the **Insured** with FORTE on the date when the **Insured** first became aware of the **Claim** or **Circumstance**; but FORTE's limit of liability will be the lower of:
  - (i) the policy held by the **Insured** with FORTE on the date when the **Insured** first became aware of the **Claim** or **Circumstance**; or
  - (ii) this **Policy**; and
- (c) the **Insured's** entitlement to indemnity will be reduced by the amount that, in the reasonable opinion of FORTE, fairly represents the extent to which FORTE's interests were prejudiced by the failure to notify the **Claim** or **Circumstance** when the **Insured** first became aware of it; and
- (d) if the policy referred to in paragraph (b) above was co-insured, then FORTE will not be liable for more than its proportion of the indemnity provided by that policy.

The cover provided by this Extension will not apply if any **Insured** is entitled to indemnity under any preceding policy in respect of the **Claim**.

## 2.9 Legal Representation at Inquiries

FORTE agrees to pay on behalf of the **Insured** its reasonable costs and expenses of legal representation at any proceedings before any duly constituted court or tribunal or inquiry or otherwise having the power to compel attendances of witnesses (including any hearing before any disciplinary body of any professional institute or association) at which the **Insured** in the opinion of FORTE should be represented by reason of any professional conduct on its part which might give rise to or has given rise to a **Claim** under this **Policy**, but which itself is not a **Claim**, provided that:



- (a) this indemnity will only extend to proceedings first commenced against the **Insured** during the **Period of Insurance** and notified to **FORTE** in accordance with Clause 5.1 (Notification of Claims); and
- (b) this indemnity is subject to the written consent of **FORTE** before the incurring of the legal costs and expenses; and
- (c) **FORTE** shall not be liable to pay any penalty, fine or award of costs made against the **Insured**; and
- (d) **FORTE's** total liability under this Extension shall not exceed **USD 50,000** during the **Period of Insurance**.

### 3. Optional Extensions

Each of the following Extensions apply only if the Extension is shown to be included in the **Schedule**. Each of the Extensions is subject to **Schedule**, the **Excess**, Insuring Clause, Exclusions, Definitions and other terms of this **Policy** unless otherwise stated in this Section 3. None of these Extensions increase the limits of liability specified in the **Schedule**.

#### 3.1 Fraud & Dishonesty

Notwithstanding Exclusion 4.4 (Fraud, Dishonesty & Intentional Conduct) of the **Policy**, **FORTE** agrees to extend cover to any Loss resulting from a **Claim** against the **Insured** arising from a dishonest, fraudulent, malicious or criminal act or omission of any **Principal** (other than a sole practitioner) or **Employee** of the **Firm** in the conduct of the **Business**, provided that coverage under the Extension shall not be provided to any **Insured** committing, participating in or condoning such dishonest, fraudulent, malicious or criminal act or omission where such conduct is established by admission or court judgment or other adjudication.

#### 3.2 Principals Previous Business

**FORTE** agrees to extend cover to any Loss resulting from a **Claim** against any person who is currently practicing as a **Principal** during the **Period of Insurance** arising from that current **Principal's** conduct of any previous business in the same profession as the **Business**, but only to the extent that the current **Principal** is not covered by the professional indemnity insurance of the previous business.

Where the previous business' professional indemnity insurance applies, the cover provided by this Extension is specifically in excess of the limit of liability of the previous business' insurance policy, and shall not cover any liability unless and until the insurers of the previous business' policy have paid or have admitted liability or have been held liable to pay, the full amount of their limit of liability.

The cover provided by this Extension applies regardless of the **Retroactive Date**.

### 4. Exclusions

**FORTE** shall not be liable to make any payment under this **Policy** in respect of any claim:

#### 4.1 Assumed Liabilities & Duties

based on or arising out of any warranty, guarantee, indemnity or other contractual undertaking or obligation to the extent that:

- (a) it extends a duty of any **Insured** beyond exercising the standard of care and skill reasonably to be expected in the circumstances; or
- (b) it increases the **Insured's** liability beyond the amount that would have been payable in the absence of such warranty, guarantee, indemnity or other contractual undertaking or obligation.

#### 4.2 Bodily Injury & Property Damage

for:

- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) any damage to or destruction of property (including the loss of use of property).

#### 4.3 Financial Failure & Trading Debts

directly or indirectly caused by, arising out of or in any way connected with:

- (a) the insolvency, bankruptcy or liquidation of an **Insured**; or
- (b) any alleged or actual failure to pay any trading or personal debt of an **Insured**; or
- (c) any guarantee or other undertaking or obligation given by an **Insured** for a debt.



#### 4.4 **Fraud, Dishonesty & Intentional Conduct**

directly or indirectly caused by, arising out of or in any way connected with any **Insured** committing or condoning or allegedly committing or condoning any:

- (a) dishonest, fraudulent, malicious or criminal act or omission; or
- (b) willful or intentional breach of any right, statute, contract or duty.

#### 4.5 **Managerial & Prospectus Liability**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) any alleged or actual breach by an **Insured** of a duty owed in the capacity of a director, secretary or officer of a body corporate; or
- (b) the issue by an **Insured** of any prospectus or any other form of public offering document.

#### 4.6 **Obligations to Employees**

for any breach of any obligation owed to any **Employee** arising out of or in the course of that **Employee's** employment by the **Insured**.

#### 4.7 **Occupiers Liability**

based on or arising out of the ownership or occupation of any real property by an **Insured**.

#### 4.8 **Pollution, Radioactivity & Asbestos**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon the land, atmosphere or any watercourse or body of water; or
- (b) the cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up of **Pollutants**; or
- (c) any radioactive, toxic, contaminating, explosive or other hazardous properties of any nuclear or atomic operation, installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel; or
- (d) asbestos in whatever form or quantity.

#### 4.9 **Prior Matters**

directly or indirectly caused by, arising out of or in any way connected with any:

- (a) **Claim** first made before the **Period of Insurance**; or
- (b) **Claim** or **Circumstance** notified, in whole or part, to **FORTE** or any other insurer before the **Period of Insurance**; or
- (c) **Circumstance** of which the **Insured** first became aware before the **Period of Insurance**.

#### 4.10 **Products Liability**

directly or indirectly caused by, arising out of or in any way connected with any goods or products manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of any **Insured**.

#### 4.11 **Related Persons & Entities**

brought or maintained by or on behalf of:

- (a) any **Insured** or parent company of any **Insured**; or
- (b) any entity within the same group of companies as the **Insured**; or
- (c) any person who, at the time of the act, error or omission giving rise to the **Claim** is a **Relative** of any **Insured**; or
- (d) any entity operated or controlled by any **Insured** or **Relative** of the **Insured**; or
- (e) any entity in which an **Insured** has a **Financial Interest**,

unless such **Claim** originates from an independent third party claimant.

#### 4.12 **War & Terrorism**

directly or indirectly caused by, arising out of or in any way connected with:



- (a) any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition or destruction of property by or under the order of any government or public authority; or
- (b) any act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government and/or put the public, or any section of the public, in fear.

## 5. Claims Conditions

### 5.1 Notification of Claims

- (a) As soon as practicable, but always no later than 60 days after the termination of this **Policy**, the **Insured** must give **FORTE** notice in writing of any **Claim** first made against any **Insured** during the **Period of Insurance**. The **Insured** must give notice under this clause to:

**Claims Department**  
**FORTE Insurance (Cambodia) Plc.**  
 Vattanac Capital, Level 18, No.66 Monivong Blvd,  
 Sangkat Wat Phnom, Khan Daun Penh,  
 Phnom Penh City, Kingdom of Cambodia.  
 Tel: (+855) 23 885 077 / 066,  
 Fax: (+855) 23 986 922 / 882 798  
 Email: claims@forteinsurance.com

- (b) If the **Insured** becomes aware of any **Circumstance** during the **Period of Insurance**, and elects to give written notice of such **Circumstance** to **FORTE** in accordance with this clause 5.1, any **Claim** which may subsequently be made against the **Insured** arising out of that **Circumstance** shall be deemed first made against the **Insured** during the **Period of Insurance**.
- (c) All notifications under this **Policy** must include the following information:
  - (i) a specific description of the **Claim** or **Circumstance**, including the manner in which the **Insured** first became aware of the **Claim** or **Circumstance** and the relevant dates; and
  - (ii) the details of any parties involved; and
  - (iii) a copy of any written demand or assertion and any document commencing proceedings against the **Insured** once available.

### 5.2 Conduct of Proceedings

- (a) It is the duty of the **Insured**, not **FORTE**, to defend any **Claim** made against an **Insured**. **FORTE**, however, may take over and conduct (in the name of any **Insured**) the defense of any **Claim** in respect of which **FORTE** is or may be liable to indemnify such **Insured**.
- (b) An **Insured** must not incur any **Defense Costs** without the prior written consent of **FORTE**, which shall not be unreasonably withheld. **FORTE** is not liable to indemnify any **Insured** for any **Defense Costs** unless **FORTE** provides its prior written consent to the incurrence of such costs.
- (c) An **Insured** must not settle or make any admission, offer, payment or otherwise assume any contractual obligation in relation to any **Claim** in respect of which **FORTE** is, or may be, liable to indemnify any **Insured**, without the prior written consent of **FORTE**. **FORTE** is not liable to indemnify any **Insured** for any settlement, admission, offer, payment or assumed obligation unless **FORTE** provides its prior written consent.

### 5.3 Multiple Claims and Related Conduct

For the purposes of determining the limits of liability available and the **Excess** applicable to **Claims** under this **Policy**, all **Claims** arising from:

- (a) one act, error or omission; or
  - (b) acts, errors or omissions which are the same or related to each other,
- shall be regarded as one **Claim**.

### 5.4 Mitigation and Co-operation

- (a) The **Insured** must at its own expense take all reasonable steps and precautions in doing all things reasonably practicable to avoid or minimize any actual or potential **Loss** arising from any actual or possible **Claim** under this **Policy**.



- (b) Each **Insured** must, at its own expense and on an ongoing basis, give **FORTE** and any investigators or legal representatives appointed by **FORTE** all information they reasonably require, and full co-operation and assistance in the conduct of the investigation (including for the purpose of enabling **FORTE** to determine its liability to provide indemnity under this **Policy**), defense, settlement, avoidance or reduction of any actual or possible **Claim** or any proceedings.

#### 5.5 Disclosure of Information

Legal representatives appointed by **FORTE** to act on an **Insured's** behalf shall be entitled to disclose to **FORTE** any information obtained while so acting and each **Insured** agrees to waive any claim for legal professional privilege to the extent that the privilege would otherwise prevent such legal representatives from disclosing information to **FORTE**.

#### 5.6 Disputes as to Defense & Settlement of Claims

- (a) If a dispute arises between **FORTE** and an **Insured** as to whether a **Claim** should be contested, neither **FORTE** nor the **Insured** will require the other to contest the **Claim** unless a **Senior Lawyer** (to be mutually agreed) recommends that the **Claim** should be contested. **FORTE** will brief the **Senior Lawyer** to advise on whether or not the **Claim** should be contested and if not, on the amount for which the **Claim** should be settled. In providing such advice and in making any recommendation as to settlement, the **Senior Lawyer** is entitled to take into account both legal and commercial considerations. The **Senior Lawyer** must have regard to the damages and costs that are likely to be recovered, the **Defense Costs** that will be incurred in contesting the **Claim** and the prospects of the **Claim** being successfully defended. The costs of obtaining this recommendation will be paid by **FORTE**.
- (b) If the **Senior Lawyer** recommends that settlement of the **Claim** should be attempted, then settlement of the **Claim** must be attempted as recommended.
- (c) Where settlement is attempted in accordance with the **Senior Lawyer's** recommendation but is unsuccessful, **FORTE** will continue to indemnify the **Insured** subject to the terms, conditions, exclusions and limitations of this **Policy**.
- (d) If a settlement recommended by the **Senior Lawyer** is acceptable to the claimant, but the **Insured** refuses to consent to such settlement, **FORTE's** liability will be limited to the amount for which the **Claim** could have been settled, plus the **Defense Costs** incurred up to the date the refusal to consent was made.

#### 5.7 Subrogation

If any payment is made by **FORTE** in respect of a **Claim** under this **Policy**, **FORTE** will be subrogated to all rights of indemnity, contribution or recovery of the **Insured** in relation to that payment. No **Insured** may surrender any right, or settle any claim for indemnity, contribution or recovery, without the prior written consent of **FORTE**.

### 6. General Conditions

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#### 6.1 Limit of Liability

- (a) The aggregate limit of **FORTE's** liability for **Loss** arising from any one **Claim** is the sum specified under Limit of Liability of the **Schedule**.
- (b) The limit of **FORTE's** liability in the aggregate for **Loss** arising from all **Claims**, whether against one or any number of **Insureds**, is the sum specified under Limit of Liability of the **Schedule**.

#### 6.2 Excess

The **Insured** shall pay the first amount of each and every **Loss** arising from any one **Claim**, up to the amount specified in the **Schedule** as the **Excess**.

#### 6.3 Territorial Limits

Coverage extends to anywhere in the world except any acts, errors or omissions which occurred within the territorial limits of the United States of America or the Dominion of Canada and their territories or protectorates.

#### 6.4 Jurisdictional Limits

Coverage extends to **Claims** made anywhere in the world, except for **Claims**:

- (a) involving the application of the law of the United States of America or the Dominion of Canada; or
- (b) brought in a court of law in the United States of America or the Dominion of Canada or their territories or protectorates; or
- (c) arising out of the enforcement of any judgment, order or award made in any court of law in the United States of America or the Dominion of Canada or their territories or protectorates.



## 6.5 Policy Construction and Interpretation

In this **Policy**, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa; and
- (b) headings are merely descriptive and not to aid interpretation; and
- (c) if a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- (d) references to an amount of money are references to that amount in United States Dollar; and
- (e) bolded words used in this **Policy** have the meanings set out in Section 7.

## 6.6 Alteration to Risk

The **Insured** must give **FORTE** written notice as soon as is reasonably practicable after becoming aware of any actual or proposed alteration affecting **FORTE**'s risk under this **Policy** including any material change in the nature of the professional services provided by the **Firm**, or any proposal for the **Firm** or **Business** to cease, or merge with or be taken over or acquired by another entity, or any act of insolvency or bankruptcy of any **Insured**.

## 6.7 Authorization

The first named **Firm** on the **Schedule** agrees to act on behalf of all **Insureds** with respect to:

- (a) the giving and receiving of notice of **Claims**, **Circumstances** or cancellation; and
- (b) the payment of premiums and the receiving of any return premiums that may become due under this **Policy**; and
- (c) the negotiation, agreement to and acceptance of endorsements; and
- (d) the giving or receiving of any notice provided for in this **Policy**; and
- (e) the receipt of all amounts payable by **FORTE** under the **Policy**.

Each **Insured** agrees that the first named **Firm** shall act on its behalf and agrees to be bound by all acts or omissions of the first named **Firm**.

## 6.8 Cancellation

- (a) The **Insured** may only cancel this **Policy** by giving 30 days written notice to **FORTE**. If there are no **Claims** or **Circumstances** notified to **FORTE** under this **Policy**, **FORTE** will allow a refund of unearned premium calculated in accordance with its customary short term rates.
- (b) **FORTE** may cancel this **Policy** by giving 30 days written notice given to the **Insured**. If there are no **Claims** or **Circumstances** notified to **FORTE** under this **Policy**, **FORTE** will allow a refund of unearned premium calculated proportional to the unexpired time on risk.

## 6.9 Governing Law

This **Policy** is governed by, and interpreted in accordance with, the laws of Cambodia. Disputes arising out of, relating to and connected with this **Policy** must be submitted to the Cambodian International Arbitration Centre for arbitration in accordance with its arbitration rules.

## 6.10 Other Insurance

This **Policy** shall be excess over any other valid and collectible insurance, self-insurance or indemnification available to the **Insured**, whether such other insurance or indemnification is stated to be primary, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written only as specific excess insurance over the limit of liability of this **Policy**.

## 6.11 Currency

All monetary amounts expressed in this **Policy** are, unless otherwise indicated, expressed in United States Dollar. All payments to be made under this **Policy**, despite being expressed in any other currency, shall be in United States Dollar.

## 6.12 Severability of the Policy

If any provision of this **Policy** is void or unenforceable by reason of the laws of Cambodia, this **Policy** shall be invalid only to the extent to which such provision is void or unenforceable while the remainder of this **Policy** shall be unaffected and shall remain valid.



**7. Definitions & Interpretation**

<b>FORTE means</b>	<b>FORTE Insurance (Cambodia) Plc.</b>
<b>Business means</b>	the professional business activities of the <b>Firm</b> set out under Professional Business of the <b>Schedule</b> .
<b>Circumstance means</b>	any fact, matter or circumstance which gives rise to a <b>Claim</b> or has the potential to give rise to a <b>Claim</b> .
<b>Claim means</b>	(a) the receipt by the <b>Insured</b> of any written demand for compensation or damages or non-monetary relief made against the <b>Insured</b> ; or (b) any originating legal or arbitral process, cross claim, counterclaim or third party notice served upon the <b>Insured</b> which contains a demand made against the <b>Insured</b> for civil compensation or civil damages or non-monetary relief.
<b>Defense Costs means</b>	legal costs and disbursements and related expenses reasonably incurred in: (a) defending any proceedings; or (b) conducting any proceedings for contribution or recovery; or (c) investigating, avoiding, reducing or settling any <b>Claim</b> .
<b>Documents means</b>	documents of any nature, except: (a) <b>Electronic Data</b> ; or (b) money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or any other form of negotiable instrument.
<b>Electronic Data means</b>	facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
<b>Employee means</b>	(a) each person who was, is or becomes during the <b>Period of Insurance</b> employed by the <b>Firm</b> in the ordinary course of the <b>Business</b> and who is paid by the <b>Firm</b> by way of salary or wages; or (b) a volunteer working without fee or reward in the ordinary course of the <b>Business</b> , provided that the performance of whose duties is subject to the direction and control of the <b>Firm</b> .
<b>Excess means</b>	the amount specified under Deductible of the <b>Schedule</b> .
<b>Financial Interest means</b>	direct or indirect control or ownership of 20% or more of the issued share capital and/or options of a public company or 20% or more of the value of any other company, entity or enterprise.
<b>Firm means</b>	the person, partnership or company specified in the <b>Schedule</b> . Where two or more entities are specified, the <b>Firm</b> means each of them, unless the context otherwise requires.



<b>Insured means</b>	<ul style="list-style-type: none"> <li>(a) the <b>Firm</b>; and</li> <li>(b) each <b>Principal</b> but only in respect of work performed whilst a <b>Principal</b> of the <b>Firm</b>; and</li> <li>(c) each <b>Employee</b> but only in respect of work performed whilst a <b>Employee</b> of the <b>Firm</b>; and</li> <li>(d) the estate, heirs or legal representatives of each deceased or legally incapacitated <b>Principal</b> or <b>Employee</b> but only in respect of work performed by the <b>Principal</b> or <b>Employee</b> whilst such a <b>Principal</b> or <b>Employee</b> of the <b>Firm</b>.</li> </ul>
<b>Joint Venture means</b>	any enterprise carried on in common by the <b>Firm</b> with a third party or parties (not being an <b>Insured</b> under this <b>Policy</b> ).
<b>Loss means</b>	<p>the aggregate of all amounts payable in respect of a <b>Claim</b> (including but not limited to any damages awarded, judgments entered, settlements reached) and <b>Defense Costs</b>.</p> <p><b>Loss</b> does not include:</p> <ul style="list-style-type: none"> <li>(a) aggravated, punitive or exemplary damages; or</li> <li>(b) fines or penalties imposed by law (including civil penalties); or</li> <li>(c) costs incurred by the <b>Insured</b> in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or</li> <li>(d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an <b>Insured</b>; or</li> <li>(e) any internal or overhead expenses of the <b>Firm</b> or the cost of any <b>Insured's</b> time; or</li> <li>(f) any matters which are uninsurable under the law.</li> </ul>
<b>Period of Insurance means</b>	the period specified under Period of Insurance of the <b>Schedule</b> .
<b>Policy means</b>	the contract of insurance between <b>FORTE</b> and the <b>Insured</b> which comprises this <b>Policy</b> wording, the <b>Proposal</b> , the <b>Schedule</b> and any endorsement issued by <b>FORTE</b> varying the policy coverage.
<b>Pollutant means</b>	any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
<b>Principal means</b>	<p>where the <b>Firm</b> is or was:</p> <ul style="list-style-type: none"> <li>(a) a company - each director of that company;</li> <li>(b) a partnership - each partner of that firm and each person held out as a partner; and</li> <li>(c) a sole practitioner - that practitioner,</li> </ul> <p>and includes each former principal and each person who becomes a principal during the <b>Period of Insurance</b>.</p>
<b>Proposal means</b>	the written proposal and any supplementary proposal including any statements and information contained therein and any material relied upon by <b>FORTE</b> in issuing cover under this <b>Policy</b> , or any policy issued by <b>FORTE</b> of which this policy is a renewal.



<b>Relative means</b>	<ul style="list-style-type: none"> <li>(a) any spouse, domestic partner or companion; or</li> <li>(b) any parent, or parent of the spouse, domestic partner or companion; or</li> <li>(c) any sibling or child.</li> </ul>
<b>Retroactive Date means</b>	the date specified under Retroactive Date of the <b>Schedule</b> .
<b>Senior Lawyer means</b>	a senior lawyer of at least 15 years' standing
<b>Schedule means</b>	the schedule <b>FORTE</b> issues to the <b>Firm</b> with this <b>Policy</b> or any subsequent or amended version of that schedule.
<b>Subsidiary means</b>	any entity: <ul style="list-style-type: none"> <li>(a) over which the <b>Firm</b> is in a position to exercise effective direction and control; or</li> <li>(b) which is deemed to be a subsidiary of the <b>Firm</b> by virtue of any applicable legislation or law.</li> </ul>

