

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

POLICY NO. : D/001/CPID/25/000014 **ACCOUNT NO:** U-BRK/B3742/C000268382

INSURED : **LES VOYAGES D'ANGELE**

ADDRESS : PALM STREET, PHUM TRAPAING TRENG, SALAKAMROEUK COMMUNE, SIEM REAP, CAMBODIA.

PERIOD OF INSURANCE : 18 AUGUST 2025 TO 17 AUGUST 2026 (BOTH DATES INCLUSIVE)

LIMIT OF LIABILITY : **USD 250,000.00** EACH AND EVERY CLAIM AND IN AGGREGATE DURING THE POLICY PERIOD

DEDUCTIBLE : **USD 15,000.00** EACH AND EVERY CLAIM

PROFESSIONAL SERVICES PRACTICE : TOUR OPERATOR (INBOUND)

RETROACTIVE DATE : 18 AUGUST 2025

TERRITORIAL LIMIT : WORLDWIDE EXCLUDING USA AND CANADA

JURISDICTION : WORLDWIDE EXCLUDING USA AND CANADA

OPTIONAL EXTENSIONS : 3.1. FRAUD & DISHONESTY NOT COVERED
3.2. PRINCIPALS PREVIOUS BUSINESS NOT COVERED

POLICY WORDING : PROFESSIONAL INDEMNITY INSURANCE POLICY WORDING

ENDORSEMENTS : ALL EXCLUSIONS AND EXTENSIONS WORDING THROUGHOUT, TO APPLY TO ALL ASPECTS OF COVER INCLUDING AND NOT LIMITED TO THE POLICY WORDING

1. CURRENCY CLAUSE
2. PREMIUM WARRANTY CLAUSE - 30 DAYS
3. TRAVEL AGENTS ENDORSEMENT
4. SANCTION LIMITATION AND EXCLUSION CLAUSE
5. BODILY INJURY & PROPERTY DAMAGE ENDORSEMENT (SUB-LIMIT: USD 250,000.00 IN AGGREGATE)

TOTAL PREMIUM : PREMIUM : USD 3,375.66
ADMINISTRATION FEE : USD 1.00
TOTAL : **USD 3,376.66**

DATE OF ISSUE : 28 AUGUST 2025

FOR FORTE INSURANCE (CAMBODIA) PLC



AUTHORIZED SIGNATURE
ISSUED BY: MUY MONINRATHNEATH

ENDORSEMENTS

1. 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.

2. 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/-.

3. 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.

4. 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.

5. BODILY INJURY & PROPERTY DAMAGE ENDORSEMENT (SUB-LIMIT: USD 250,000.00 IN AGGREGATE)

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

4.2 Bodily Injury & Property Damage

- (a) For any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) For any loss of, damage to or destruction of property (including the loss of use of property) unless the **Claim** is caused by or arises directly out of advice, design, specification or formula provided by the **Insured** in the conduct of the **Business**.

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

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

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

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

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

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



Relative means	(a) any spouse, domestic partner or companion; or (b) any parent, or parent of the spouse, domestic partner or companion; or (c) any sibling or child.
Retroactive Date means	the date specified under Retroactive Date of the Schedule .
Senior Lawyer means	a senior lawyer of at least 15 years' standing
Schedule means	the schedule FORTE issues to the Firm with this Policy or any subsequent or amended version of that schedule.
Subsidiary means	any entity: (a) over which the Firm is in a position to exercise effective direction and control; or (b) which is deemed to be a subsidiary of the Firm by virtue of any applicable legislation or law.

