

HEALTH INSURANCE POLICY

Eligible persons to this insurance must be between 16 and 60 years of age at the date of inception of the policy, except otherwise agreed by CAMINCO. The latter shall indemnify the insured subject to the terms, exclusions, provisions, and conditions contained herein or endorsed hereon the Company shall indemnify the Insured against expenses on hospitalization as defined herein arising during the period of insurance in the manner and to the extent hereinafter provided.

I. SCOPE OF COVERS

1. Territorial Limit

Geographical coverage of this insurance is generally limited within the Kingdom of Cambodia, except otherwise agreed by CAMINCO.

2. Benefits Coverages

-In-hospital Treatment

CAMINCO shall reimburse the regular charges of services rendered to the insured as an in-patient resulted from disease, in any one hospitalization during consecutive period of at least 8 hours, such as: daily room and board, use of operation room, diagnosis, nursing, drugs, specialists, physicians, surgeons, anesthetists, surgical appliances, radiotherapy, chemotherapy and oncology. CAMINCO shall reimburse the services charges only for diagnosis which has direct connection with the resulting disease of insured.

CAMINCO shall reimburse the regular charges for treatment of insured resulted from disease(s) in accordance with the actual expenses which are not exceeding the maximum amount stipulated in the schedule.

-Surgical Fees

CAMINCO shall reimburse the regular charges of surgical services rendered to the insured as an in-patient resulted from disease, as follows: For one surgical procedure CAMINCO shall reimburse such charges not exceeding the percentage shown in the **surgical schedule fees** nor maximum liability for surgical fees as indicated in the insurance schedule. If two or more surgical procedures are performed through a single incision of the same illness, reimbursement for expenses for all such procedures shall not exceed the maximum amount indicated in the one incision.

CAMINCO shall reimburse the regular charges for surgical services in accordance with the actual expenses but not exceeding the maximum amount specified in the insurance schedule.

-Post-hospital Treatment

After release from in-hospital treatment, the beneficiary of this insurance shall enjoy coverage of treatment services directly related to the medical condition that necessitated in-patient treatment in the first place, for a period extended to thirty (30) days.

CAMINCO shall reimburse the regular charges of post-hospital treatment services only for the use of drugs in accordance with the actual expenses which are not exceeding the maximum stipulated in the insurance schedule.

-Emergency Treatment

CAMINCO shall reimburse the regular charge of ambulance for transporting the insured bearing serious illness.

II. EXCLUSIONS

This insurance policy covers the insured for the expenses of treatment services of insured resulted from disease.

1-Special Exclusions

CAMINCO shall not reimburse for the charges of:

-any expense related to:

-Dental care or treatment

-Eyes care or treatment

-Treatment of intestinal rupture, lumbago, protrusion of intervertebral disk (hernia nuclei pulpous), inflammation of tendon sheath (tendovaginitis crepitans), muscle strains, periarthritis humeroscapularis, tennis elbow (epicondylitis lateralist) or golfers arm (epicondylitis medical is).

-Epidemic or communicable diseases such as:

-AIDS: Treatment of sexually transmitted disease, treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS), Any AIDS Related Complex (ARC) and any other AIDS related condition or disease;

-SARS: Diagnosis and treatment of Severe Acute Respiratory Syndrome (SARS) and Avian Influenza (Bird Flu);

-Other wildly communicable or epidemic diseases.

-Comfort Medicines

Use of any medicine which is not directly prescribed (over the counter medication) to cure a medical condition covered by this policy. This exclusion applies to, but not limited to, serum vitamins, placebos etc, except they are justified by an agreed doctor or physician.

-Miscellaneous Medical Exclusions

-Service in connection with physical therapy, medical check-up, examination by X-ray or other means purely for diagnostic purpose, any preventive treatment such as vaccinations, routine health checks;
-Any treatment which is purely for recuperative purpose as a result of metal fatigue in a hospital, sanatorium or convalescent home, for a rest cure;
-Any treatment for congenital anomalies or deformities (deformities present from birth), venereal diseases, any cosmetic surgery for beautifying purpose, any plastic surgery for any condition;
-Sterilization of either sex such as castration, vasectomy, tubectomy, contraception including any complication arising therefrom.

-Out-patient treatment

No benefit shall be payable under this policy for consultation fees, diagnostic procedures and treatment by a Specialist, including drugs (when they are prescribed by an agreed doctor or physician) other than in-patient treatment.

-Pre-Existing Conditions

CAMINCO will not indemnify the insured in respect of any physical defect, infirmity, medical condition or chronic or recurring illness which existed at or prior to the date of entry of an insured person into this insurance. After two years continuous cover any illness for which the treatment has not been rendered or medically recommended shall not be considered as a pre-existing condition except otherwise specifically excluded.

-Pregnancy

Pregnancy, maternity care and childbirth, abortion, miscarriage, tests and any complication arising therefrom.

-Anomaly conditions

-Treatment of chronic condition or present from birth, nervous or mental disorder, dialysis or obesity;
-Allergy or chemical reaction.

-Suicide

Treatment of medical conditions resulted from conscious suicide.

2-General Exclusion

CAMINCO shall not reimburse the charges of treatment services in respect of:

-Accidents and wars

-Any hospitalization resulting from the causes of accidents
-Any treatment of medical conditions arising from accidents
-Any treatment of insured while he or she is serving in any armed forces, though land, water or air, of any country or international authority whether in peace or war.

-Intoxication, drug addiction or alcoholism

CAMINCO will not indemnify the insured in respect of expenses or charges of treatment services for illness caused directly or indirectly from the use of alcoholic beverages, intoxicants, stimulants or similar substances (also including hard and soft drink), drug addiction.

-Nuclear

CAMINCO shall not indemnify the insured in respect of illness directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity, from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).

-Specific Liability

CAMINCO will not indemnify the insured occasioned by or in respect of noise (whether audible to the human hear or not), vibration, sonic boom and any phenomena associated therewith, pollution and contamination of any kind whatsoever, product's liability of any kind, all professional liabilities.

III. CONDITIONS

-Abandon

If a claim is made and rejected and no action, suit, or reference to arbitration is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within three months after arbitrator or arbitrators or Umpire have made their award, all benefits under this Policy shall be forfeited.

-Arbitration

All differences arise out of this Policy, such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties, or, in case the arbitrators do not agree, of an Umpire to be appointed by in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at the meetings. The making of an award shall be a condition precedent to any right of action against the two parties (CAMINCO and the Insured).

-Cancellation

This Policy can be cancelled by any party, the insured or CAMINCO, at any time. Cancellation must be done in writing at least thirty (30) days notice, Cancellation by the insured may give right to a refund for the unexpired period less 10%, management fees if notice is given ninety (90) days at the latest prior to expiry.

-Changes of Conditions

CAMINCO shall be entitled to alter the premium and/or the conditions of current policies. The Insured shall be notified of the alteration and shall be deemed to have agreed to it, unless she/he has communicated the opposite in writing within the period mentioned in the notification.

-Claim Notification

If an event takes place on the strength of which payment may be claimed by virtue of this cover, the insured person must notify this immediately and under any circumstances before 24 hours after the Insured and/or beneficiary is aware of the event likely to give rise to a claim, by any means the Insured immediately notifies CAMINCO by giving a nature of cause and all particulars and the policy number. Claims must also be advised in writing immediately following the event of which payment may be claimed to: CAMINCO PO Box 449, Corner Street PREAH MOHAKSATRIANY KOSAMAK & Street PREAH ANG ENG, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, CAMBODIA. A claim form will be forwarded and it shall be completed in accordance with the instructions contained therein and returned together with the original invoices and all supporting documents.

A claim shall expire if it is not reported within fifteen (15) days after the time at which the insured person and/or beneficiary released from hospital. In respect of the claim by the insured or a beneficiary, CAMINCO shall take their final position, either by rejecting the claim or by (an offer of) payment of the final settlement within thirty (30) days.

-Claim Procedure

If in respect of a claim by a beneficiary from the policy where CAMINCO has taken a final position, either by rejecting the claim or by (an offer of) payment by way of final settlement, any right vis-à-vis CAMINCO in respect of the event on which the claim was based shall expire after three (3) months, counting from the day on which the beneficiary or his attorney gained knowledge of this position, unless within that period the insured person has challenged the position of the CAMINCO.

-Condition Precedent to the Company's Liability

The due observance and fulfillment of the terms of this policy insofar as they relate to any thing to be done or complied with by the insured and the truth of the statement and answer in the said proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

-Fraud

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent mean or device is used by the insured or any one acting on his behalf to obtain any benefit under this policy, all benefit under this Policy shall be forfeited.

-Insured's Obligations after a Claim

- To seek medical treatment at once and to continue receiving it if this is required in reason;
- To behave in a manner conducive to recovery by at least following the instructions of the attending physician;
- To be examined at the expense of the company, on its request, by a physician designated by the company or to be admitted for examination to a hospital or other medical institution designated by the company.

-Hospitalization

The insured shall be admitted for examination in any one designated hospital by CAMINCO. Any change from one hospital to another if required it must be prescribed by a specialist designated by CAMINCO.

-Interpretation

This policy, the application and the certificate of insurance shall be read together as one contract and any word or expression in which a specific meaning has been attached any part of this policy or of the schedule, shall bear such specific meaning where it may appear. No promotional literature or advice booklets form part of this contract.

-Jurisdiction

It is hereby agreed understood that this insurance shall be governed by the law of the Kingdom of Cambodia.

-Misrepresentation

The company reserves an absolute right to deny or refuse to renew or cancel or amend the terms or conditions of the policy if:

- any fraudulence, undisclosed facts or untrue statements;
- breach of the terms and conditions of this contract;

In such instance, the Insured shall reimburse any benefits the company has already paid or indemnified.

-Premium Payment Warranty

It is hereby noted and agreed that this insurance policy shall enter into effect after the premium has been paid. In no case shall the company be liable for any indemnity if the premium was not duly paid by claimant.

-Terms

This policy is a contract of insurance and the basis of claim settlement. The Insured should read this policy carefully ensuring that she/he fully understood all the terms, exclusions, provisions, and conditions contained herein or endorsed hereon the Company shall indemnify the Insured in the manner and to the extent hereinafter provided.

This policy and all the benefits covered under this policy are valid only within Cambodia.

The application form, this policy, the certificate and any other information given and any endorsements are all part of this contract and should be read together to avoid misunderstanding. They indicate the person insured, the cover sections in force, and contain details of the cover. In return for having received and accepted the premium, the company will provide insurance within the terms, exclusions, provisions, and conditions of this policy in respects of events occurring during the period of cover.

The insured shall take all reasonable precautions to prevent any occurrence may give rise to a claim under this policy.

-Limit of Liability

The Liability specified in the schedule shall represent the compensation for the loss under the terms, exclusions, provisions, and conditions of this policy following upon the aggregate annual limit mentioned in the schedule.

-Endorsements

- Changes of Insured: Insurance covered of the insured person under this policy shall not be able to transfer to another, except it has been informed and agreed by CAMINCO.
- Changes of Liability: Liability may be raised under application and an additional premium has been paid thereto by the Insured.
- Change of Period of Cover: the inception and expiry dates of the policy issued shall not be able to change.

IV. DEFINITIONS

The technical terms of this Insurance Policy shall be defined as follows:

Proposal (a part of insurance contract): means proposal for insurance under this Policy, except otherwise specified.

Policy Schedule (a part of insurance contract): means Schedule of insurance under this Policy, except otherwise specified.

Insurance Contract (a file of insurance issued for insured): means Insurance Contract under this Policy, except otherwise specified.

Insured (or Insured Person): means an individual who has currently completed or whose name is included in an application form for this insurance and for whom has been confirmed or has been issued with a certificate.

Sickness: means sickness or disease contracted by an insured person while the policy is in force.

Accident: means an event, which happens suddenly, and giving rise to a result, which the Insured did not intend or anticipate.

Physician/Doctor: means individual legally recognized by Cambodian law to offer medical or surgical service in Cambodia.

Surgeon: means individual legally recognized by Cambodian law as a specialist in offering surgical service in Cambodia.

Treatment fees: means the services charges for in-hospital treatment (not less than eight (8) hours) of insured.

Hospital: means any medical or surgical institution which is legally licensed to operate in Cambodia and offer minimum services:

- Diagnosis and surgeries;
- There must be nurse(s) legally registered to keep constant nursing services 24 hours a day;
- And it must be under the constant supervision of a Physician.

Medical Treatment: means medical services for insured registering as in-patient (during not less than eight (8) hours) in a hospital such as: hospital service and nursing, surgical services, single room and board, medical instruments, drugs, and others services prescribed by physician. If the insured is under the age of twelve (12) CAMINCO shall reimburse the room charges for one of her/his parents.

In-hospital Treatment: means treatment done while the insured registering as patient remains at least eight (8) hours in a hospital.

Ambulance: means services transporting the insured bearing serious illness that requires emergency care to the nearest hospital.

Period of Insurance/ cover: means the period from the inception date until the expiry dates of insurance specified in the policy schedule or until the cancellation date if any.

Post-hospital Treatment: means all outpatient medical treatment received within the three months period immediately following discharge from hospital provided by or ordered by the treating specialist consultant, which directly resulting from illness or injury for which the Insured Person has been treated as an inpatient of a hospital.

Prescription drugs: mean medications of which sale and use are legally restricted to the order of a Physician, and do not include items that may be purchased without a Physicians prescription.

Serous illness: Serious illness shall mean a Blood disorder, Cancer, Ischaemic heart disease, Coronary artery disease, Rheumatic heart disease, Chronic obstructive lung disease, Chronic renal disease including renal failure, Cerebrovascular accidents, Chronic Liver Cirrhosis, Systemic lupus erythematosus, Degenerative disease, and includes any illness, disorder or condition which is life threatening or terminal.

SURGICAL SCHEDULE FEES

In respect of the terms, exclusions, provisions, and conditions herein or endorsed hereon the Company shall reimburse the insured for surgical services charges according to the percentage of actual expenses as the following:

	Percentage %
Surging of skull	
Cutting into cranial cavity, trephining and tapping excepted	100.00
Removal of bone, trephining or decompression	45.00
Surging of ear	
Cutting ear drum	15.00
Mastoidectomy-radical, one side	55.00
Mastoidectomy-radical, both sides	80.00
Fenestration, one or both sides	100.00
Surging of nose	
Antrum puncture	15.00
Intranasal sinus operation	30.00
Extra nasal sinus operation	45.00
Polypus, removal one or more	15.00
Submucous resection SMR or Turbinectomy	25.00
Surging of throat	
Tonsillectomy or tonsillectomy and adenoidectomy	35.00
Use of laryngoscope for diagnosis	15.00
Surging of goitre	
Removal of Thyroid, including all stages of operative procedure	85.00
Surging of esophagus	
Operation for stricture	55.00
Use of gastro-scope	20.00
Surging of chest	
Complete thoracoplasty	100.00

Removal of lung or portion of lung	85.00
Cutting into thoracic cavity for diagnosis or treatment of organs therein, tapping excepted	30.00
Removal of pus, tapping excepted	20.00
Artificial pneumothorax	20.00
Bronchoscopy-diagnosis	20.00
Operative, excluding biopsy	20.00
Surging of breast	
Radical removal of one or both with resection into axilla	55.00
Simple removal of one or both	40.00
Abdominal Surgeries	
Resection of stomach	85.00
Appendectomy	65.00
Resection of bowel	55.00
Gastro-enterostomy	75.00
Removal of gall-bladder	55.00
Other abdominal surgeries	55.00
Surging and treatment of hernia	
Injection treatment for cure of single hernia	20.00
Injection treatment for cure of double hernia	25.00
Operation, including injection treatment for cure of single hernia	35.00
Operation, including injection treatment for cure of double hernia	45.00
Surging of limb	
Fingers or toes	15.00
Hand, forearm or leg at ankle, foot	30.00
Arm, leg or leg at thigh	45.00
Genito-urinary tract	
Removal of kidney	80.00
Fixation of kidney	80.00
Removal of tumors or stones in kidney, ureter, or bladder-by cutting operation	80.00
By cauterization or endoscopic mean	30.00
Stricture of urethral-open operation	35.00
Intra-urethral cutting operation	22.00
Prostate-entire removal by open operation-complete procedure	80.00
Partial removal-by endoscopic mean	30.00
By other cutting operation	55.00
Orchidectomy or epididymectomy	30.00
Hydrocele or varicocele	20.00
Hysterectomy with radical for cancer	80.00
Hysterectomy with complete removal of tubes and ovaries	70.00
Curettage or cauterization of cervix non-puerperal	20.00
Dilatation and curettage, non puerperal	22.00
Repair of perinea or vaginal laceration, not immediately post partum, including cystocele and rectocele	35.00
Surging of rectum	
Radical resection for malignancy, all stages, including colostomy	100.00
Hemorrhoids, external only, excision-complete procedure	15.00
Hemorrhoids, internal or external including prolapsed rectum, total for excision or complete injection treatment	25.00
Fistula in ano	25.00
Fissure in ano	15.00
Other cutting operation on rectum	25.00
Surging and treatment of vein	
Varicose-complete procedure on all veins cutting operation on injection treatment, one leg	25.00
Cutting operation or injection treatment, two legs	35.00
Surging and removal of tumors	
Surgical removal of malignant tumors except those of mucous membrane, skin and subcutaneous tissue	45.00
Malignant tumors of mucous membrane, skin and subcutaneous tissue	25.00
Pilonidal sinus cyst, cutting operation	25.00
Benign tumors of the testicle or breast	15.00
Ganglion	10.00
Benign tumors, one or more, except as otherwise herein provided	20.00
Incision of abscesses	
Incision of superficial abscess, boil or furuncle, one or more	15.00
Treatment of carbuncle or abscess requiring hospitalization, one or more	22.00
Paracentesis	
Tapping of abdomen	20.00
Chest or bladder, catheterization excepted	15.00
Ear drum, hydrocele, joints or spine	10.00