

ORIGINAL

12.03.05.16.11.0.00004

IKHTISAR PERTANGGUNGAN
(SCHEDULE)

| | | | |
|--|--|--|-----------------------|
| NO POLIS (POLICY NO) | : 12.03.05.16.11.0.00004 | NO POLIS CONJUNCTION (CONJUNCTION POLICY NO) | : |
| JENIS ASURANSI (TYPE OF INSURANCE) | : PROFESSIONAL LIABILITY | | |
| NAMA TERTANGGUNG (INSURED NAME) | : FARIDA MOENIR | | |
| ALAMAT (ADDRESS) | : JL.RUNGKUT ASRI TIMUR 4-E/5 SURABAYA SURABAYA 60293 | | |
| PERIODE POLIS (PERIOD) | : 16/11/2016 - 16/11/2017 (BOTH DATE INCLUSIVE AT 12:00 LOCAL TIME) | | |
| LETAK RESIKO (RISK LOCATION) | : RS MATA UNDAAN, JL. UNDAAN KULON NO. 19 | | |
| JENIS RESIKO (OCCUPATION) | : DOKTER MATA | | |
| NILAI PERTANGGUNGAN (SUM INSURED) | : - LIMIT OF LIABILITY | IDR | 500,000,000.00 |
| | | IDR | 500,000,000.00 |
| RESIKO SENDIRI (DEDUCTIBLE) | : - PROFESSIONAL LIABILITY : IDR 5,000,000.00 FOR A.O.A | | |
| KLAUSULA (CLAUSES) | : - | | |

ORIGINAL

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PERHITUNGAN PREMI
(PREMIUM CALCULATION)

Attaching to and forming of Policy No. 12.03.05.16.11.0.00004

Halaman ini merupakan bagian yang tak terpisahkan dari Policy No. 12.03.05.16.11.0.00004

| | | | |
|---|---------------|------------|---------------------|
| SUKU PREMI (ANNUAL RATE) | : 1.0000 % | | |
| PERHITUNGAN PREMI (PREMIUM CALCULATION) | : PREMI | IDR | 5,000,000.00 |
| | BIAYA POLIS | IDR | 25,000.00 |
| | BIAYA MATERAI | IDR | 12,000.00 |
| | Total | IDR | 5,037,000.00 |

SURABAYA, 15 November 2016

PENANGGUNG



“PHYSICIAN” PROFESSIONAL INDEMNITY

Whereas the Insured carrying on the business described in the Schedule and no other for the purpose of the Insurance by a application which shall be the basis of this contract and is deemed to be incorporated herein has applied to **PT. MNC ASURANSI INDONESIA** (hereinafter called "The Company") for the Insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such Insurance.

INSURING AGREEMENTS

Now this Policy witnesseth that subject to the limits of Liability terms, exceptions and conditions contained herein or endorsed here on, the Company agrees

1. To indemnify the Insured up to but exceeding in the aggregate for all claims under this Policy the Sum state in item 4 of the schedule, against any claim or claims which may be made against the Insured during the period specified in the schedule.
 - A. For breach of professional duty as physician indemnity, by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed, by
 - (i). The Insured, or
 - (ii). The Predecessors in business of the Insured or
 - (iii). Any person at any time employed by the Insured or such predecessors in business.In the conduct of any business in their capacity as physician indemnity and
 - B. By reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed, of any of the person mentioned at (i), (ii), and (iii) above when acting as physician indemnity provided the fees from such appointment from part of the income of the said firm and provided also that such claim or claims would have been covered under(A) above but for the fact that such person was so acting and
2. To pay the costs and expenses incurred with the written consent of the company in the defense or settlement of any such claim, provided that if a payment in excess of the amount of indemnity available under this policy has to be made to dispose of a claim, the company's liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this policy in respect of that claim bears to the amount paid to dispose of that claim.

TERRITORY

This Policy applies only to any act of negligence, error, mistake or omission which occurs in the territory and subject to the jurisdiction mentioned in the schedule

EXCLUSIONS

1. This Policy shall not indemnify the Insured against any claim
 - A. For libel or slander, or
 - B. Brought about or contributed to by any dishonest fraudulent, criminal or malicious act or omission of the insured, or the predecessors in business of the said firm, or by any person at any person at any time employed by the Insured or such predecessors in business, or
 - C. Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

2. There shall be no liability in respect of any claim for which the insured is entitled to any indemnity under any other policy.

CONDITIONS

1. The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith the written consent of the Company who shall be entitled at any time to make over and conduct in the name of the Insured the defense or settlement of any claim. Nevertheless, the Company shall not settle any claim without the written consent of the Insured. The Insured shall not contest any legal proceeding unless a solicitor (to be mutually agreed upon by the insured and the Company) shall advise that such proceeding should be contested.

However, if the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest or continue any legal proceedings in connection therewith, the Company's Liability for the claim shall not exceed the amount for which the claim could have been settled plus the costs and expenses incurred up to the date of such refusal, subject always to the aggregate limit of the Company's liability for all claims under this Insurance.

2. The Insured shall as a condition precedent to his right to be indemnified under this Policy give to the Company written notice within 14 days.
 - A. Of any claim made against him,
 - B. Of the receipt of notice from any person of an intention to make a claim against him.

3. Where a retroactive date is specified in the schedule this Insurance will not apply to claims made against the Insured by reason of any negligent act, error or omission committed prior to the said retroactive date.

4. The Insured shall within 14 days give to the Company written notice of any circumstance, of which he shall become aware during the subsistence hereof, which is likely to give rise to a claim against him, such notice having been made after the expiration of the Policy specified in the schedule shall be deemed for the purposes of this Policy to have been made during the subsistence hereof.

Where the Insured has previously affected a similar policy to which provisions similar to this condition 4 apply, then any claim arising from the circumstances so notified shall be deemed to be made under the said previous policy and the indemnities provided under paragraph (1) and the costs and expenses under paragraph (2) of the present policy shall not apply.

5. If the Insured shall prefer any claim knowing the same to be false or fraudulent as regards amount otherwise, this Policy shall become void.
6. This Policy may be canceled by the Insured by surrounding thereof to the Company or any of its authorized representatives or by giving written notice to the Company stating when the cancellation shall be effective.

This policy may be canceled by the company by written notice stating when such cancellation shall be effective provided the effective period shall not be less than 30 days. The mailing of notice as aforesaid shall be sufficient proof of notice, the time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

If the policy be canceled by either party, the earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practical after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

AGGREGATE AND DEDUCTIBLE ENDORSEMENT

The Company's total limit of liability for all claims made under this policy shall not exceed the sum stated in item 4 of the schedule and furthermore, in respect of each claim made against the insured, the amount of deductible specified in the schedule shall be borne by the Insured at his own risk and the Company shall only be liable to indemnify the insured in excess of such amount.

CLAUSES :

1. WAR & TERRORISM EXCLUSION ENDORSEMENT

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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 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), committed for political, religious, ideological or similar purposes 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, 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE –LIABILITY – DIRECT

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

3. EXCLUSION – FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services:

(i) Arising from the ownership, maintenance, handling, igniting, operation, sponsorship, set-up or take-down or other use of:

a. Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices;

b. Fireworks, including firecrackers, Roman Candles, flash powder, explosive compositions or combustible substances, pinwheels, skyrockets, ground displays, flares, smoke bombs, and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these:

by any Insured or by any person for which any Insured may be held liable in any capacity.

B. This insurance does not apply to any obligation of any insured to indemnify, defend or contribute jointly or severally with another because of "bodily injury", "property damage" personal and advertising injury" or medical expenses arising from any of the activities specified in A (i), above.