

DEBIT NOTE

License Number : 1109 0001492
Date : 24 Nopember 2009

Kepada : **RS MATA UNDAAN SURABAYA**
Alamat : **Undaan Kulon 17 - 19**
Surabaya

No Debit Note : **PAR - 0767**
Tanggal : **10 September 2019**
Maks. Pembayaran : **24 September 2019**

No	No polis	Keterangan	Qty	Premi (Rp)
1	0401-0109-19-000278	Polis : Asuransi Property Asuransi : AVRIST Insurance Okupasi : Rumah Sakit Lokasi Resiko : Undaan Kulon 17 - 19 - Surabaya (Unit Cagar Budaya) Total TSI : Rp. 7.000.000.000 Periode : 29 Agustus 2019 - 26 Maret 2020	1	Rp 3,478,196
TOTAL				Rp 3,478,196
Biaya Polis + Materai				Rp 52,000
Pembulatan				-Rp 196
Grand Total				Rp 3,530,000

Terbilang :

Tiga Juta Limaratus Tigapuluh Ribu Rupiah-----

Terima kasih atas pembayaran Anda.
Pembayaran dengan Giro - Cheque - Transfer
mohon dibuat atas nama :
Yohanes Kiantoro Budiman
Bank BCA
Cabang Sidoarjo
No Rek : 018 045 7941

YKB *Mell*



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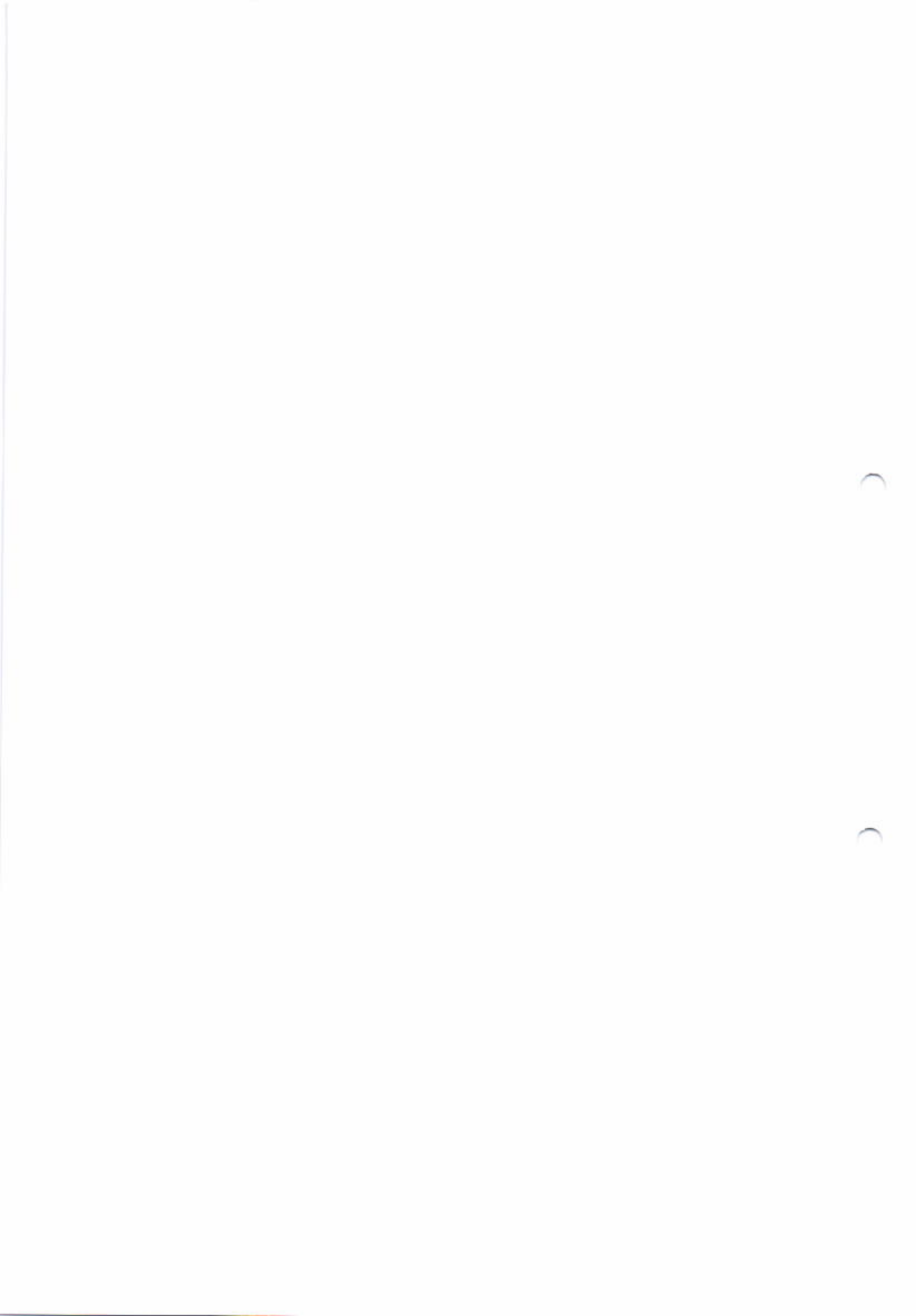
ORIGINAL

**IKHTISAR PERTANGGUNGAN
PROPERTY ALL RISK**

Pernyataan :

Atas pertimbangan pembayaran premi dan atas dasar pernyataan tertulis yang diberikan oleh Tertanggung yang mana merupakan bagian yang tidak terpisahkan dari Polis; Penanggung bersedia menanggung kerugian atas Harta Benda dan/atau Kepentingan yang disebutkan dibawah yang disebabkan oleh risiko-risiko yang dijamin dalam Polis ini; tunduk kepada syarat dan ketentuan yang tercetak pada dan/atau dilekatkan pada dan/atau disebutkan di dalam Polis.

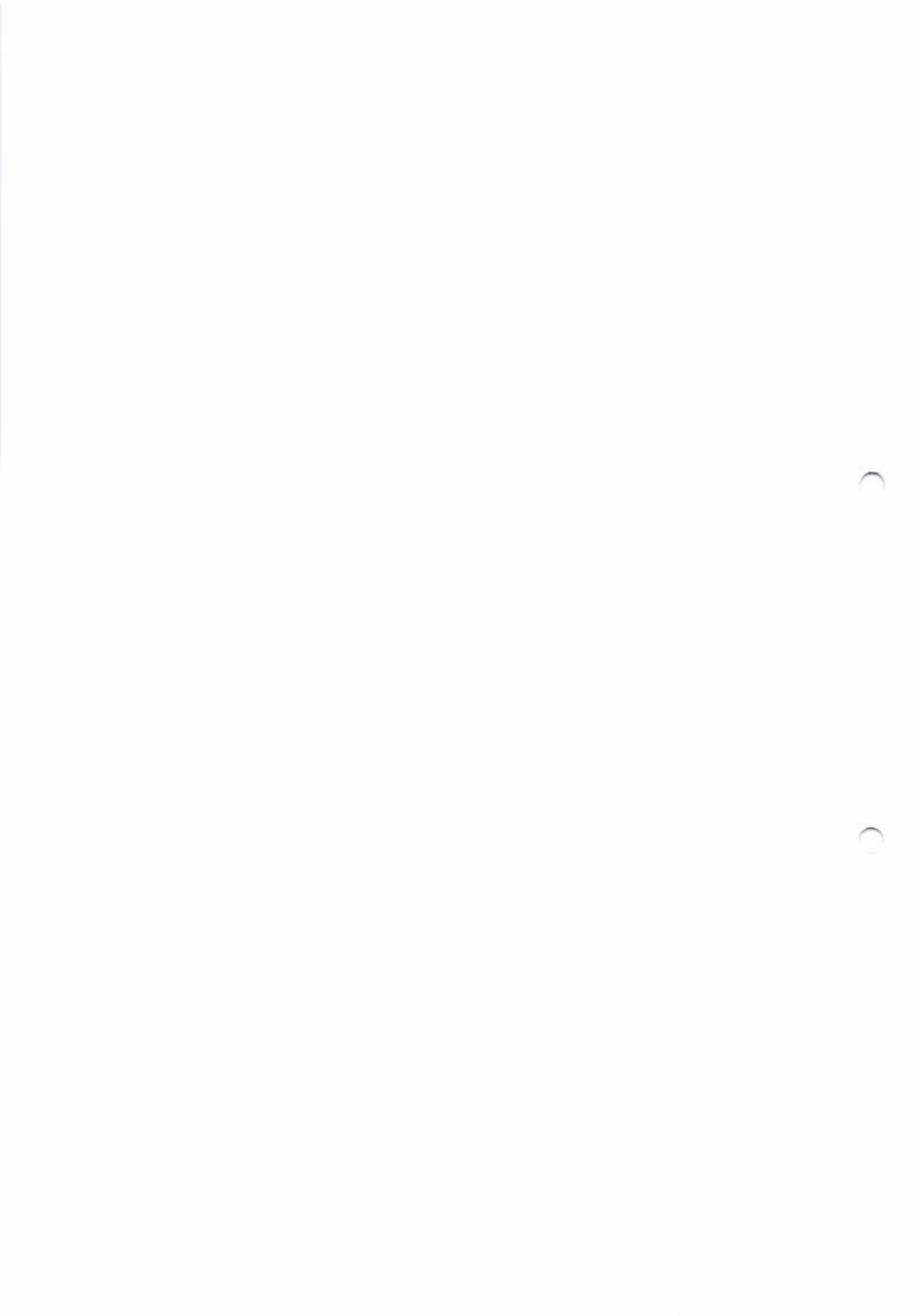
NO. POLIS	: 0401-0109-19-000278	(New)
JENIS ASURANSI	: PROPERTY ALL RISK	
NAMA TERTANGGUNG	: Rumah Sakit Mata Undaan Unit Gedung Poli Cagar Budaya	
ALAMAT TERTANGGUNG	: Jl. Undaan Kulon No. 17-19 Kel. Peneleh, Kec. Genteng Surabaya, Jawa Timur KOTA : Surabaya	KODE POS : 60274
JANGKA WAKTU PERTANGGUNGAN	: 29 Agustus 2019 s/d 26 Maret 2020 pada pukul 12.00 siang waktu setempat dimana harta benda yang dipertanggungkan berada.	
KELAS KONSTRUKSI	: Kelas 1 (satu) / I (first) Class	
KODE OKUPASI	: 2951 - Rumah Sakit Mata Unit Gedung Poli Cagar Budaya	
LOKASI RISIKO	: Rumah Sakit Mata Unit Gedung Poli Cagar Budaya Jl. Undaan Kulon 17-19, Kel. Peneleh, Kec. Genteng, Surabaya, Jawa Timur	
JUMLAH PERTANGGUNGAN	: Section I : Material / Property Damage	
	- Building	IDR 5,000,000,000.00
	- Peralatan Medis	IDR 1,000,000,000.00
	- Stocks of Goods (Disposable, Obat2an etc)	IDR 1,000,000,000.00
	Total Harga Pertanggungnan	IDR 7,000,000,000.00
RESIKO SENDIRI	: - Fire, Lightning, Explosions, Impact of falling Aircraft, and Smoke (FLEXAS) : 0.1 % of Total Sum Insured or 5 % of Recoverable Claim amount Whichever higher for each and every loss - Windstorm, Tempest, Flood & Water Damage : 10 % of Recoverable Claim amount for each and every loss - Burglary & Accidental Damage : IDR 2,500,000.00 for each and every loss - Impact of Vehicle : IDR 1,000,000.00 for a.o.a - Riot, Strike, Malicious Damage (4.1A): 10 % of Recoverable Claim amount , minimum : IDR 10,000,000.00 for each and very loss - Civil Commotion : 10 % of Recoverable Claim amount, min : IDR 25,000,000.00 for each and every loss	
KLAUSULA	: Compulsory Clauses - PAR + 4.3A - 100419	
KONDISI	: - Amended Munich Re (PAR) Plus RSMDC (4.1B/2007) Excluding Earthquake, Volcanic Eruption, Tsunami, Fire And Explosion Following Earthquake (PAR PD - Amended - 100419)	



SUKU PREMI	- Riot, Strike, Malicious Damage, Civil Commotion (RSMD 4.1B/2007)	0.0003800000 %
	- Flood, Windstorm, Tempest, Water Damage (4.3A)	0.0450000000 %
	- Fire, Lightning, Explosion, Impact of Aircraft, and Smoke	0.0378000000 %
	- Others	0.0034200000 %

PERHITUNGAN PREMI

- Fire, Lightning, Explosion, Impact of Aircraft, and Smoke	IDR 7,000,000,000.00 x 0.0378000000% x 210/366 29 Agustus 2019 - 26 Maret 2020	IDR	1,518,196.72
- Riot, Strike, Malicious Damage, Civil Commotion (RSMD 4.1B/2007)	IDR 7,000,000,000.00 x 0.0003800000% x 210/366 29 Agustus 2019 - 26 Maret 2020	IDR	15,262.30
- Flood, Windstorm, Tempest, Water Damage (4.3A)	IDR 7,000,000,000.00 x 0.0450000000% x 210/366 29 Agustus 2019 - 26 Maret 2020	IDR	1,807,377.05
- Others	IDR 7,000,000,000.00 x 0.0034200000% x 210/366 29 Agustus 2019 - 26 Maret 2020	IDR	137,360.66
	TOTAL PREMI	IDR	3,478,196.72
	Administration Cost	IDR	52,000.00
	TOTAL	IDR	3,530,196.72



EXTENSION CLAUSE :

1. Average Relief Clause (85%)
2. Appraisal Clause (5% Sum Insured)
3. All Other Contents Clause (lit IDR 30,000,000.00 each item and IDR 50,000,000.00 in aggregate)
4. Reinstatement of Sum Insured Clause (subject to additional premium)
5. Alterations Clause
6. Brand and Label Clause
7. Cancellation Clause 30 (Thirty) days except, 3 (three) days for RSMDCC & 5 days for EQVET
8. Civil Authorities Clause
9. Cyber Risk Exclusion Clause (NMA 2915)
10. Cost of Re-writing Records and Claims Preparation Clause (IDR 25,000,000.00)
11. Designation Clause
12. Dispute Clause
13. Error and Omission Clause
14. Extra Contractual Obligation Exclusion Clause
15. Electronic Data Recognition Clause A (EDRC A)
16. Fire Brigades Charges Clause (Max IDR 50,000,000.00)
17. Fire Extinguishing Cost Clause (Max IDR 50,000,000.00)
18. Flood, Windstorm, Tempest, and Water Damage (Code 4.3 A) Endorsement Amended for IAR-PAR
19. General Interest Clause
20. Impact By Own Vehicle Clause (PAR/IAR)
21. Industries, Seepage, Pollution & Contamination Clause (NMA 1685) (Sudden and Accidental)
22. Internal Removal Clause
23. IT Hazards Clarification Clause
24. Loss Notification Clause (14 Days)
25. Loss of Damaged Goods Clause
26. Minor Alterations and Repairs Clause
27. Misdescription Clause
28. Notification Clause
29. Nominated Adjuster
30. Payment on Account Clause (20%)
31. Public Authorities Clause
32. Payment of Premium Warranty
33. Pro-rata Return of Premium Clause (subject to no claim)
34. Property Damage Clarification Clause
35. Removal of Debris Clause (10% of Sum Insured)
36. Reinstatement Value Clause
37. Riot, Strike, Malicious Damage and Civil Commotion Endorsement (code 4.1B/2007 for use with Munich Re IAR/PAR Wording)
38. Structural Alteration Clause
39. Sanction Limitation and Exclusion Clause (LMA 3100)
40. Terrorism Exclusion Endorsement NMA 2920
41. Transmission and Distribution Line Exclusions Clause
42. Total Asbestos / Absolute Asbestos Exclusion Clause
43. Waiver to the Article 1266 and 1267 of the Indonesia Civil Code Clause
44. Waiver of Subrogation Clause (Against Subsidiaries Only)
45. Workmens Clause
46. War and Civil War Exclusion Clause

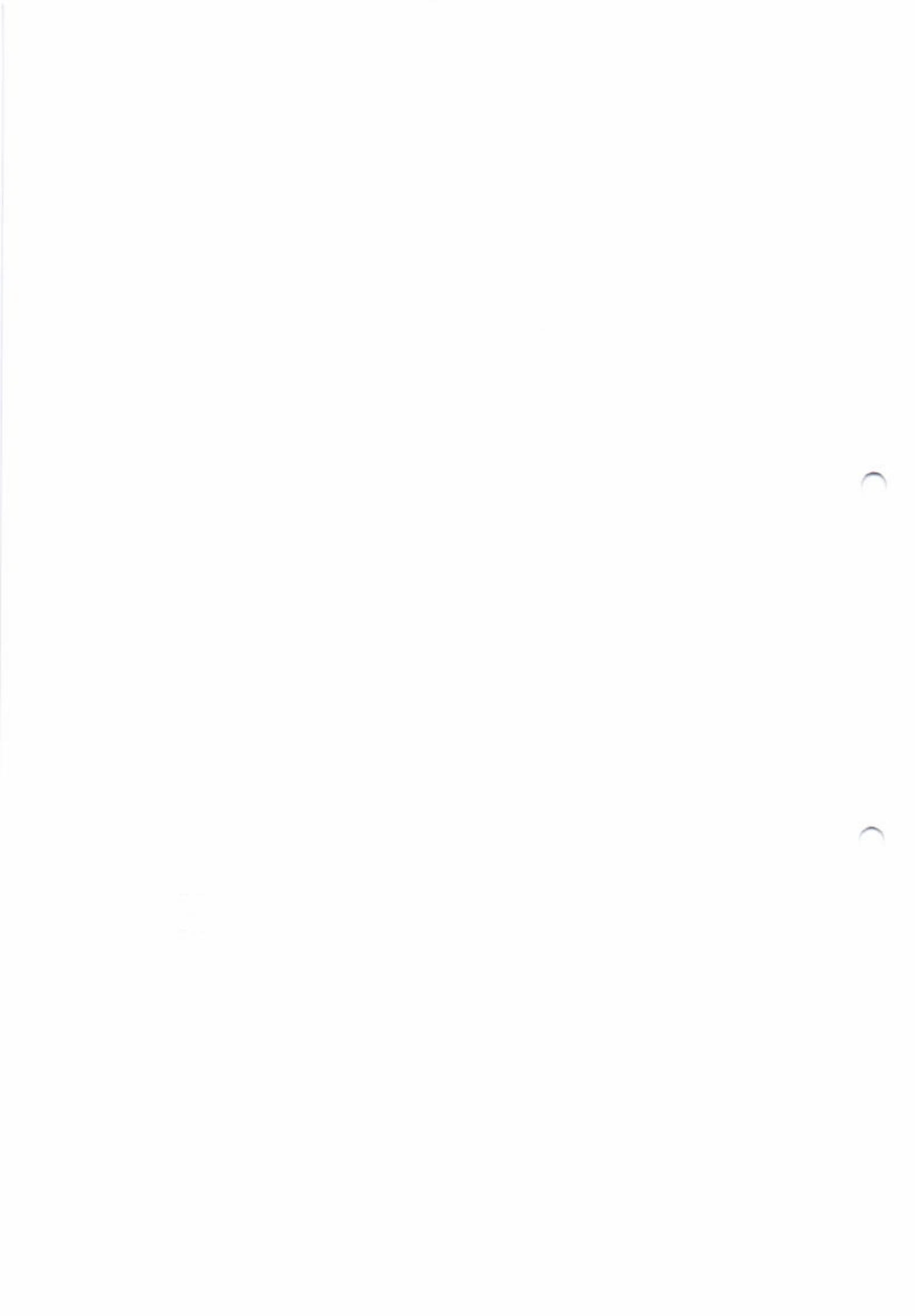


Jakarta, 5 September 2019
PT AVRIST GENERAL INSURANCE



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PROPERTY ALL RISKS POLICY

Whereas the Insured named in the Schedule(s) hereto has made to the

PT AVRIST GENERAL INSURANCE

(hereinafter called "the Insurers") a written proposal by completing the Questionnaire(s) which together with any other statements made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein,

now this policy of insurance witnesseth that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule (s) and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

General Exclusions applying to all Sections

The Insurers will not indemnify the Insured in respect of loss (incl. consequential loss) destruction damage or expense whatsoever directly or indirectly caused by or arising out of or aggravated by :

Exclusions:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war ;

riots, strikes, locked-out workers, malicious acts, looting, mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, requisition or nationalization, acts of terrorism. "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- wilful act or wilful negligence of the Insured or of his representatives
- total or partial cessation of work

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion 1) and 2) above any loss destruction damage or expense is not covered by this insurance the burden of proving that such loss destruction damage or expense is covered shall be upon the Insured.

General Condition applying to all Sections

1. Definition

The Schedule(s) the Section(s) and the Endorsement(s) and Questionnaire(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule(s) the Section(s) and the Endorsement(s) and Questionnaire(s).

Any word or expression to which a specific meaning has been attached in any part of a Section or of the Endorsement or Questionnaire shall bear such meaning wherever it may appear in such Section, Endorsement or Questionnaire.

2. Policy Voidable

POLIS SEMUA RISIKO HARTA BENDA

Bahwa Tertanggung yang disebut dalam Ikhtisar ini telah mengajukan kepada

PT AVRIST GENERAL INSURANCE

yang selanjutnya disebut "Penanggung") suatu permohonan tertulis dengan melengkapi Kuesioner bersama dengan pernyataan lain yang dibuat secara tertulis oleh Tertanggung yang untuk kepentingan polis ini dianggap menjadi kesatuan daripadanya,

maka polis asuransi ini menyatakan bahwa dengan syarat Tertanggung telah membayar premi kepada Penanggung sebagaimana disebut dalam Ikhtisar dan tunduk pada syarat, pengecualian, ketentuan dan kondisi yang terkandung di dalamnya atau yang dibuat endosemen padanya Penanggung akan memberi ganti rugi kepada Tertanggung sesuai dengan cara dan lingkup sebagaimana ditetapkan dalam polis ini.

Pengecualian Umum berlaku untuk semua Bagian

Penanggung tidak akan memberi ganti rugi kepada Tertanggung sehubungan dengan kerugian (termasuk kerugian lanjutan) kehancuran kerusakan atau biaya apapun juga langsung atau tidak langsung disebabkan oleh atau timbul dari atau yang diperburuk oleh:

Pengecualian:

- perang, invasi, tindakan musuh asing, permusuhan atau operasi menyerupai perang (baik perang dideklarasikan atau tidak) atau perang saudara ;

kerusakan, pemogokan, penghalangan pekerja, tindakan jahat, penjarahan, pembangkangan, huru-hara, pembangkitan militer, pembangkitan rakyat, pemberontakan, revolusi, kekuatan militer atau pengambil-alihan kekuasaan militer, penyitaan, pengambil-alihan atau nasionalisasi, tindakan terorisme. "Terorisme" berarti penggunaan kekerasan untuk tujuan politik dan termasuk penggunaan kekerasan dengan tujuan untuk membuat publik atau bagian dari publik dalam ketakutan

- radiasi ionisasi atau kontaminasi oleh radioaktivitas dari bahan bakar nuklir atau limbah nuklir dari pembakaran bahan bakar nuklir
- bahan peledak beracun radioaktif atau barang berbahaya lain dari bahan peledak nuklir rakitan atau komponen nuklirnya
- tindakan sengaja atau kelalaian sengaja Tertanggung atau wakilnya
- penghentian pekerjaan total atau parsial

Dalam setiap tindakan, gugatan atau proses hukum lain dimana Penanggung menyatakan bahwa berdasarkan ketentuan Pengecualian 1) dan 2) diatas suatu kerugian kehancuran kerusakan atau biaya tidak dijamin oleh asuransi ini kewajiban pembuktian bahwa kerugian kehancuran kerusakan tersebut dijamin berada pada Tertanggung.

Kondisi Umum berlaku untuk semua Bagian

1. Definisi

Ikhtisar Bagian dan Endosemen dan Kuesioner dianggap menjadi kesatuan pada dan bagian yang tidak terpisahkan dari Polis ini dan ungkapan "Polis ini" dimanapun digunakan di dalam kontrak ini harus dibaca sebagai termasuk Ikhtisar Bagian dan Endosemen dan Kuesioner.

Setiap kata atau ungkapan yang memiliki arti khusus yang terlekat di bagian manapun pada Bagian atau pada Endosemen atau Kuesioner mengandung arti yang sama dimanapun muncul pada Bagian, Endosemen atau Kuesioner tersebut.

2. Polis Dapat Tidak Berlaku

<p>This policy shall be voidable in the event of misdescription, misrepresentation or non-disclosure in any material particular.</p> <p>3. Alteration</p> <p>3.1 Section I of this policy shall be avoided with respect to any of the Property Insured in regard to which there be any alteration after the commencement of this insurance</p> <p>3.1.1. by removal or</p> <p>3.1.2. whereby the risk of loss destruction or damage is increased or</p> <p>3.1.3. whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Insurer in writing.</p> <p>3.2. Section II of this policy shall be avoided if after the commencement of this insurance</p> <p>3.2.1. the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or</p> <p>3.2.2. the interest of the Insured ceases other than by death or</p> <p>3.2.3. any alteration be made either in the Business or in the Premises or property therein whereby the risk of loss destruction or damage is increased unless admitted by the Insurer in writing.</p> <p>4. Warranties</p> <p>Every warranty to which this policy is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy and non-compliance with any such warranty in so far as it increases the risk of any loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage.</p> <p>5. Reasonable Precautions</p> <p>The Insured shall take all reasonable precautions to prevent loss destruction or damage, e.g. take at his own expense all reasonable precautions, comply with all reasonable recommendations of the Insurers to prevent loss destruction or damage, comply with statutory requirements and manufacturers' recommendations.</p> <p>6. Right of Inspection</p> <p>Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk. Said inspection/examination shall not impose any liability on the Insurers and shall not be taken as guarantee for the Insured of the safety standards of his operations.</p> <p>7. Claims Procedure</p> <p>7.1. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall</p> <ul style="list-style-type: none"> - immediately notify the Insurers by telephone or telegram as well as in writing about the nature and extent of loss destruction or damage - take all steps within his power to minimize the extent of the loss destruction or damage - preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers 	<p>Polis ini dapat menjadi tidak berlaku dalam hal salah deskripsi, salah penyajian atau tidak diungkapkannya setiap keterangan materiil.</p> <p>3. Perubahan</p> <p>3.1 Bagian I polis ini menjadi tidak berlaku berkenaan dengan Harta Benda yang Diasuransikan dalam hal mana terdapat suatu perubahan setelah berlakunya asuransi ini</p> <p>3.1.1 karena pemindahan atau</p> <p>3.1.2 dimana risiko kerugian kehancuran atau kerusakan meningkat atau</p> <p>3.1.3 dimana kepentingan Tertanggung berakhir kecuali karena kehendak atau pelaksanaan hukum kecuali jika diakui oleh Penanggung secara tertulis.</p> <p>3.2 Bagian II Polis ini menjadi tidak berlaku jika setelah berlakunya asuransi ini</p> <p>3.2.1 Usaha ditutup atau dijalankan oleh likuidator atau kurator atau dihentikan secara permanen atau</p> <p>3.2.2 kepentingan Tertanggung berakhir selain karena kematian atau</p> <p>3.2.3 suatu perubahan dibuat baik terhadap Usaha atau pada Lokasi atau harta benda di dalamnya dimana risiko terhadap kerugian kehancuran atau kerusakan meningkat kecuali jika diakui oleh Penanggung secara tertulis.</p> <p>4. Janji</p> <p>Setiap janji terhadap mana polis ini disyaratkan atau mungkin disyaratkan sejak saat janji tersebut melekat akan berlaku dan terus berlaku selama berlakunya polis ini dan tidak dipenuhinya setiap janji tersebut sejauh meningkatkan risiko kerugian kehancuran atau kerusakan akan menjadi penghalang suatu klaim sehubungan dengan kerugian kehancuran atau kerusakan tersebut.</p> <p>5. Pencegahan Yang Wajar</p> <p>Tertanggung harus melakukan segala tindakan pencegahan yang wajar untuk mencegah kerugian kehancuran atau kerusakan, misalnya atas biaya sendiri melakukan semua tindak pencegahan yang wajar, memenuhi semua rekomendasi yang wajar dari Penanggung untuk mencegah kerugian kehancuran atau kerusakan, mematuhi peraturan perundang-undangan dan rekomendasi pabrik.</p> <p>6. Hak Inspeksi</p> <p>Wakil Penanggung pada tiap waktu yang wajar berhak menginspeksi dan mengkaji risiko dan Tertanggung harus memberikan kepada wakil Penanggung semua keterangan rinci dan informasi yang diperlukan untuk penilaian risiko. Inspeksi / pemeriksaan tersebut tidak membebaskan tanggung jawab apapun kepada Penanggung dan tidak dianggap sebagai jaminan bagi Tertanggung atas standar keselamatan operasinya.</p> <p>7. Prosedur Klaim</p> <p>7.1 Dalam hal suatu kejadian yang dapat menimbulkan klaim berdasarkan Polis ini, Tertanggung harus</p> <ul style="list-style-type: none"> - segera memberitahu Penanggung melalui telepon atau telegram dan juga secara tertulis mengenai sifat dan tingkat kerugian kehancuran atau kerusakan - melakukan semua langkah yang berada di dalam kekuasaannya untuk memperkecil tingkat kerugian kehancuran atau kerusakan - menjaga bagian yang terkena dampak dan membuatnya tersedia untuk diinspeksi oleh wakil atau surveyor
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<ul style="list-style-type: none"> - furnish all such information and documentary evidence as the Insurers may require - immediately inform the police authorities in case of loss or damage due to theft or burglary or malicious damage. <p>Upon notification being given to the Insurers under this condition, a representative of the Insurers shall have the opportunity of inspecting the loss destruction or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.</p> <p>7.2 The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.</p> <p>7.3 No claim shall be payable under this policy unless the terms of this Condition have been complied with.</p> <p>7.4 Fraud If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this policy or if any loss or destruction of or damage to the Property Insured or to property used by the Insured at the Premises for the purpose of the Business is caused by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited.</p>	<p>Penanggung</p> <ul style="list-style-type: none"> - menyerahkan semua informasi dan bukti dokumen yang diminta Penanggung. - segera memberitahu polisi yang berwenang dalam hal kehilangan atau kerusakan karena pencurian atau pembongkaran atau kerusakan akibat perbuatan jahat. <p>Setelah pemberitahuan diberikan kepada Penanggung sesuai kondisi ini, wakil Penanggung mempunyai kesempatan untuk menginspeksi kerugian kehancuran atau kerusakan sebelum suatu perbaikan atau perubahan dilakukan. Jika wakil Penanggung tidak melakukan inspeksi dalam jangka waktu tertentu yang dapat dianggap cukup dalam situasi tersebut Tertanggung berhak melakukan perbaikan atau penggantian.</p> <p>7.2 Tertanggung tidak berhak mengabdikan harta benda kepada Penanggung baik yang diambil-alih oleh Penanggung atau tidak.</p> <p>7.3 Tidak ada klaim yang dapat dibayar berdasarkan polis ini kecuali jika syarat-syarat dari Kondisi ini telah dipenuhi.</p> <p>7.4 Kecurangan Jika suatu klaim curang dalam hal apapun atau jika cara curang digunakan oleh Tertanggung atau oleh orang yang bertindak atas namanya untuk memperoleh manfaat berdasarkan polis ini atau jika suatu kerugian atau kehancuran pada atau kerusakan atas Harta Benda yang diasuransikan atau atas harta benda yang digunakan oleh Tertanggung di Lokasi untuk kepentingan Usaha disebabkan oleh tindakan sengaja atau kerjasama dengan Tertanggung semua manfaat berdasarkan Polis ini menjadi hilang.</p>
<p>8. Claim Supporting Document</p> <p>in the event the Insured lodges a claim under this Policy, the Insured is obliged to submit :</p> <p>8.1 claim form</p> <p>8.2 copy of the Policy</p> <p>8.3 official Report from local Kepala Kepolisian or Official Report from Kepala Desa or Kepala Kelurahan concerning the incident</p> <p>8.4 detailed and complete report regarding the circumstances which according to his knowledge have caused the loss or damage;</p> <p>8.5 any other relevant information and evidence, which is reasonably and properly requested by the Insurer.</p>	<p>8. Dokumen Pendukung Klaim</p> <p>Dalam hal Tertanggung menuntut ganti rugi berdasarkan Polis ini, Tertanggung wajib menyampaikan :</p> <p>8.1 formulir laporan klaim</p> <p>8.2 fotocopy Polis</p> <p>8.3 Berita Acara dari Kepala Kepolisian setempat atau Surat Keterangan dari Kepala Desa atau Kepala Kelurahan mengenai peristiwa tersebut</p> <p>8.4 laporan rinci dan selengkap mungkin tentang hal ikhwal yang menurut pengetahuannya menyebabkan kerugian atau kerusakan itu</p> <p>8.5 keterangan-keterangan dan bukti-bukti lain yang relevan, yang wajar dan pantas diminta oleh Penanggung.</p>
<p>9. Indemnification</p> <p>9.1 The Insurers shall indemnify adjusted losses within 30 (thirty) days after receipt of loss adjuster's final report or equivalent proof of loss</p> <p>9.2 Liability having been admitted, payments on account not exceeding the minimum amount justified by the prevailing circumstances shall be effected</p> <p>9.3 The Insurers shall be entitled to withhold indemnification</p> <ul style="list-style-type: none"> - if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof - if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or enquiry. 	<p>9. Pemberian Ganti Rugi</p> <p>9.1 Penanggung akan memberi ganti rugi atas kerugian yang telah disetujui dalam waktu 30 (tiga puluh) hari setelah diterimanya laporan akhir dari penilai kerugian atau bukti kerugian yang setara</p> <p>9.2 Tanggung jawab telah diakui, pembayaran pendahuluan yang tidak melebihi jumlah minimal sesuai dengan situasi yang ada dapat diberikan</p> <p>9.3 Penanggung berhak menahan pemberian ganti rugi</p> <ul style="list-style-type: none"> - jika terdapat keraguan sehubungan dengan hak Tertanggung untuk menerima ganti rugi, menunggu penerimaan oleh Penanggung bukti yang diperlukan - jika berkaitan dengan klaim suatu pemeriksaan oleh polisi atau penyelidikan berdasarkan hukum pidana telah dilakukan terhadap Tertanggung, menunggu penyelesaian pemeriksaan atau penyelidikan tersebut.
<p>10. Interest Payments</p> <p>The Insurers shall not be liable to pay interest other than interest for default.</p>	<p>10. Pembayaran Bunga</p> <p>Penanggung tidak bertanggung jawab membayar bunga selain bunga</p>

<p>11. Dispute</p> <p>In the event of any dispute arising between the Insured and the Insured as consequence of the interpretation of liability or amount of indemnity of this Policy, the dispute shall be settled amicably within 60 (sixty) calendar days from the dispute arose. The dispute arises since the Insured or the Insurer has expressed in writing his disagreement on the subject matter of the dispute. If the dispute could not be settled amicably, the Insurer shall give the option to the Insured to elect either one of the following dispute clauses as stated below, and such choice could not be withdrawn or revoked. The Insured <i>must</i> notify his choice in writing to the Insurer within 30 (thirty) calendar days from the disagreement. If the Insured fails to notify his choice within such period, the Insurer shall have the rights to elect either one of the following dispute clauses.</p>	<p>karena gagal bayar.</p> <p>11. Perselisihan</p> <p>Apabila timbul perselisihan antara Penanggung dan Tertanggung sebagai akibat dari penafsiran atas tanggung jawab atau besarnya ganti rugi dari Polis ini, maka perselisihan tersebut akan diselesaikan melalui perdamaian atau musyawarah dalam waktu paling lama 60 (enam puluh) hari kalender sejak timbulnya perselisihan. Perselisihan timbul sejak Tertanggung atau Penanggung menyatakan secara tertulis ketidaksepakatan atas hal yang diperselisihkan. Apabila penyelesaian perselisihan melalui perdamaian atau musyawarah tidak dapat dicapai, Penanggung memberikan kebebasan kepada Tertanggung untuk memilih salah satu dari klausul penyelesaian sengketa sebagaimana diatur di bawah ini, untuk selanjutnya tidak dapat dicabut atau dibatalkan. Tertanggung <i>wajib</i> untuk memberitahukan pilihannya tersebut secara tertulis kepada Penanggung dalam waktu 30 (tiga puluh) hari kalender sejak tidak tercapainya kesepakatan tersebut. Apabila Tertanggung tidak memberitahukan pilihannya dalam kurun waktu tersebut, maka Penanggung berhak memilih salah satu klausul penyelesaian sengketa dimaksud.</p>
<p>A. Settlement of Dispute through Arbitration Clause</p> <p>It is hereby declared and agreed that the Insured and the Insurer shall settle the dispute through Arbitration Ad Hoc as follows :</p> <ol style="list-style-type: none"> 1. The Arbitration Ad Hoc consists of 3 (three) Arbitrators. The Insured and the Insurer shall each appoint one Arbitrator within 30 (thirty) calendar days from the date of the receipt of the written notification, then the two Arbitrators shall choose and appoint the third Arbitrator within 14 (fourteen) calendar days from the date of appointment of the second Arbitrator. The third Arbitrator shall act as Umpire of the Arbitration Ad Hoc. 2. Should there be any failure as to the appointment of the third Arbitrator, the Insured and or the Insurer could request the Chairman of the court (Ketua Pengadilan Negeri) where the defendant domiciles to appoint the Arbitrators and or the Umpire. 3. The examination of the dispute shall be settled within 180 (one hundred and eighty) calendar days from the date of the formation of the Arbitration Ad Hoc. The period of examination of the case could be extended. Upon the agreement of both parties and if it is deemed necessary by the Arbitration Ad Hoc, the period of examination of the dispute could be extended. 4. The Arbitration award is final and enforceable at law and binding the Insured and the Insurer. Should the Insured and or the Insurer fail to comply with the arbitration award, then the award shall be executed under the order of the Chairman of the court (Ketua Pengadilan Negeri) where the defendant domiciles at the request of the other party in dispute. 5. Other matters which are not provided under this clause shall be subject to the provisions of laws on arbitration, which currently be the Act of the Republic of Indonesia Nr. 30 year 1999 dated August 12, 1999 regarding Arbitration and Alternative Dispute Resolution. 	<p>A. Klausul Penyelesaian Sengketa melalui Arbitrase</p> <p>Dengan ini dinyatakan dan disepakati bahwa Tertanggung dan Penanggung akan melakukan usaha penyelesaian sengketa melalui Arbitrase Ad Hoc sebagai berikut :</p> <ol style="list-style-type: none"> 1. Majelis Arbitrase Ad Hoc terdiri dari 3 (tiga) orang Arbiter. Tertanggung dan Penanggung masing-masing menunjuk seorang Arbiter dalam waktu 30 (tiga puluh) hari kalender setelah diterimanya pemberitahuan, yang kemudian kedua Arbiter tersebut memilih dan menunjuk Arbiter ketiga dalam waktu 14 (empat belas) hari kalender setelah Arbiter yang kedua ditunjuk. Arbiter ketiga menjadi ketua Majelis Arbitrase Ad Hoc. 2. Dalam hal terjadi ketidaksepakatan dalam penunjukkan Arbiter ketiga, Tertanggung dan atau Penanggung dapat mengajukan permohonan kepada ketua Pengadilan Negeri yang daerah hukumnya di mana termohon bertempat tinggal untuk menunjuk para Arbiter dan atau ketua Arbiter. 3. Pemeriksaan atas sengketa harus diselesaikan dalam waktu paling lama 180 (seratus delapan puluh) hari sejak Majelis Arbitrase Ad Hoc terbentuk. Dengan persetujuan para pihak dan apabila dianggap perlu oleh Majelis Arbitrase Ad Hoc, jangka waktu pemeriksaan sengketa dapat diperpanjang. 4. Putusan Arbitrase bersifat final dan mempunyai kekuatan hukum tetap dan mengikat Tertanggung dan Penanggung. Dalam hal Tertanggung dan atau Penanggung tidak melaksanakan putusan Arbitrase secara sukarela, putusan dilaksanakan berdasarkan perintah ketua Pengadilan Negeri yang daerah hukumnya di mana termohon bertempat tinggal atas permohonan salah satu pihak yang bersengketa. 5. Untuk hal-hal yang belum diatur dalam pasal ini berlaku ketentuan yang diatur dalam undang-undang tentang arbitrase, yang untuk saat ini adalah Undang-Undang Republik Indonesia No. 30 Tahun 1999 tanggal 12 Agustus 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa.
<p>B. Settlement of Dispute through Court Clause</p> <p>It is hereby declared and agreed that the Insured and the Insurer shall settle the dispute through the Court (Pengadilan Negeri) where the defendant domiciles.</p>	<p>B. Klausul Penyelesaian Sengketa melalui Pengadilan</p> <p>Dengan ini dinyatakan dan disepakati bahwa Tertanggung dan Penanggung akan melakukan usaha penyelesaian sengketa melalui Pengadilan Negeri yang daerah hukumnya di mana termohon bertempat tinggal.</p>
<p>12. Subrogation</p> <p>The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from</p>	<p>12. Subrogasi</p> <p>Tertanggung atas biaya Penanggung melakukan dan setuju melakukan dan mengijinkan dilakukannya semua tindakan dan hal-hal yang mungkin diperlukan atau diminta oleh Penanggung demi</p>

<p>parties [other than those insured under this Policy] to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good of any loss destruction damage or expense under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.</p>	<p>kepentingan atas segala hak atau pemulihan, atau untuk memperoleh keringanan atau ganti rugi dari pihak-pihak (selain dari mereka yang diasuransikan pada Polis ini) terhadap mana Penanggung berhak atau menjadi berhak atau memperoleh hak tuntutan setelah mengganti atau memperbaiki suatu kerugian kehancuran kerusakan atau biaya berdasarkan Polis ini, baik tindakan dan hal-hal tersebut perlu atau menjadi perlu atau diminta sebelum atau setelah pemberian ganti rugi Tertanggung oleh Penanggung.</p>
<p>13. Other Insurance</p> <p>If at the time any claim arises under this Policy there is any other insurance covering the same loss destruction or damage the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss destruction or damage.</p>	<p>13. Asuransi Lain</p> <p>Jika pada saat timbulnya suatu klaim berdasarkan Polis ini terdapat asuransi lain yang menanggung kerugian kehancuran atau kerusakan yang sama Penanggung tidak bertanggung jawab membayar atau memberikan kontribusi lebih dari bagiannya secara proporsional dari klaim untuk kerugian kehancuran atau kerusakan tersebut.</p>
<p>14. Period of Insurance</p> <p>The period of insurance is one year. Inception and expiry shall both be 12 o'clock noon at the dates entered in the Schedule.</p>	<p>14. Jangka Waktu Asuransi</p> <p>Jangka waktu asuransi adalah satu tahun. Mulai dan berakhirnya adalah pada pukul 12 siang pada kedua tanggal yang tercantum dalam Ikhtisar.</p>
<p>15. Average</p> <p>The sums insured of each item under Section I and of Section II of this policy [other than those applying solely to fees, rent, removal of debris or private dwelling houses] are declared to be separately subject to Average.</p> <p>Section I: If the Property insured under any item shall at the commencement of any loss damage or destruction hereby insured against be collectively of greater value than the respective sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.</p> <p>Section II: The Insurance is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be :</p> <p>a) in respect of Reduction in Turnover : the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of loss destruction or damage</p> <p>b) in respect of Increase in Cost of Working : the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided</p>	<p>15. Pro-rata</p> <p>Harga pertanggungan tiap butir pada Bagian I dan Bagian II polis ini (selain yang berlaku semata-mata untuk uang jasa, sewa, pemindahan puing atau rumah tinggal pribadi) dideklarasikan tunduk pada Pro-rata secara terpisah.</p> <p>Bagian I: Jika Harta Benda yang Diasuransikan pada suatu butir saat mulai terjadinya suatu kerugian kerusakan atau kehancuran yang diasuransikan secara kolektif nilainya lebih besar daripada harga pertanggungan butir tersebut, maka Tertanggung dianggap sebagai penanggungnya sendiri untuk selisihnya dan menanggung bagian sebanding dari kerugian tersebut.</p> <p>Bagian II: Asuransi ini terbatas pada hilangnya Laba Kotor karena (a) Penurunan Hasil Penjualan dan (b) Kenaikan Biaya Kerja dan jumlah yang dapat dibayarkan sebagai ganti rugi adalah:</p> <p>a) sehubungan dengan Penurunan Hasil Penjualan : jumlah yang diperoleh dengan perkalian Tingkat Laba Kotor terhadap suatu jumlah dimana Hasil Penjualan selama Jangka Waktu Ganti Rugi kurang dari Hasil Penjualan Standar sebagai akibat dari kerugian kehancuran atau kerusakan</p> <p>b) sehubungan dengan Kenaikan Biaya Kerja: pengeluaran tambahan yang perlu dan wajar yang timbul semata-mata untuk menghindari atau mengurangi Penurunan Hasil Penjualan yang mana pengeluaran tersebut seharusnya timbul setama Jangka Waktu Ganti Rugi sebagai akibat dari Insiden, tetapi tidak melebihi jumlah yang diperoleh dengan perkalian Tingkat Laba Kotor terhadap jumlah penurunan yang berhasil dihindari</p>
<p>less any sum saved during the indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of loss destruction or damage</p> <p>provided that if the sum insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover [or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months] the amount payable shall be proportionately reduced.</p>	<p>dikurangi dengan suatu jumlah yang dihemat selama Jangka Waktu Ganti Rugi sehubungan dengan biaya dan pengeluaran dari Usaha tersebut yang dapat dibayarkan dari Laba Kotor yang hilang atau berkurang sebagai akibat dari kerugian kehancuran atau kerusakan</p>
<p>16. Deductibles</p> <p>This policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the</p>	<p>dengan syarat bahwa jika harga pertanggungan butir ini kurang dari jumlah yang diperoleh dengan perkalian Tingkat Laba Kotor terhadap Hasil Penjualan Tahunan (atau kelipatan yang naik secara proporsional jika Jangka Waktu Ganti Rugi Maksimal melebihi dua belas bulan) jumlah yang dapat dibayarkan berkurang secara proporsional.</p>
<p>16. Deductibles</p> <p>This policy does not cover the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the</p>	<p>16. Risiko Sendiri</p>

policy including any condition of Average.

Warranted that the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

17. Termination of Insurance

1. the Insurer and the Insured are respectively entitled to terminate this Insurance at any time and are obliged to state the reasons

Such notification of termination shall be made in writing by registered letter by the party who wants the termination to the other party at their latest known address. The Insurer is released from all liabilities under this Policy within 5 (five) calendar days from the dispatch date of their notification

2. Should there be any termination of insurance as stated in paragraph (1) above, a refund premium shall be made on pro rata basis for the unexpired insurance period, after being deducted by the Insurer's acquisition cost. However, in case this insurance is terminated by the Insured whereas during the insurance period already lapsed there were claims with amounts exceeding the premium stated in the Schedule, the Insured shall not be entitled to any refund premium for the unexpired insurance period.

18. Premium Payment

1. It is a condition precedent to liability under this Policy, any premium due must have been paid to and actually received in full by the Insurer:

- a. if the period of insurance is 30 (thirty) calendar days or more, payment of premium must be made within the grace period of 30 (thirty) calendar days starting from the inception date of the Policy;
- b. if the period of insurance is less than 30 (thirty) calendar days, payment of premium must be made within the period of insurance specified in the Policy.

2. Premium payment may be made by cash, cheque, giro, transfer or other means as agreed between the Insurer and the Insured.

The Insurer shall be deemed to have received the premium payment at the time when:

- a. the cash payment is received, or
 - b. the said premium is credited into the bank account of the Insurer, or
 - c. the Insurer has agreed in writing on the settlement of the said premium.
3. In the event of the premium is not paid in the manner and within the time stipulated above, *this Policy shall be automatically terminated, without issuing cancellation endorsement, starting from the expiry of the grace period and the Insurer shall be discharged from any liability there from.* However the Insured shall remain obliged to pay the time on risk premium for the insurance period already lapsed amounting to 20% (twenty percent) of the annual premium.
 4. Should there be any loss covered by this Policy during the period as stated in items (1a) and (1b) above, *the Insurer shall only be liable for such loss if the Insured pays the*

Polis ini tidak menjamin jumlah risiko sendiri yang tercantum dalam ikhtisar sehubungan dengan masing-masing dan setiap kerugian sebagaimana yang ditentukan setelah diberlakukannya semua syarat dan kondisi lain pada polis termasuk kondisi Pro-rata.

Merupakan janji bahwa Tertanggung tidak mengasuransikan jumlah risiko sendiri yang tercantum dalam ikhtisar.

17. Penghentian Pertanggungan

1. Penanggung dan Tertanggung masing-masing berhak setiap waktu menghentikan pertanggungan ini dan wajib memberitahukan alasannya.

Pemberitahuan penghentian dimaksud dilakukan secara tertulis melalui surat tercatat oleh pihak yang menghendaki penghentian pertanggungan kepada pihak lainnya di alamat terakhir yang diketahui. Penanggung bebas dari segala kewajiban berdasarkan Polis ini, 5 (lima) hari kalender terhitung sejak tanggal pengiriman surat tercatat atas pemberitahuan tersebut

2. Apabila terjadi penghentian pertanggungan sebagaimana dimaksud pada ayat (1) di atas, premi akan dikembalikan secara prorata untuk jangka waktu pertanggungan yang belum dijalani, setelah dikurangi biaya akuisisi Penanggung. Namun demikian, dalam hal penghentian pertanggungan dilakukan oleh Tertanggung di mana selama jangka waktu pertanggungan yang telah dijalani, telah terjadi klaim yang jumlahnya melebihi jumlah premi yang tercantum dalam ikhtisar Pertanggungan, maka Tertanggung tidak berhak atas pengembalian premi untuk jangka waktu pertanggungan yang belum dijalani.

18. Pembayaran Premi

1. Merupakan syarat dari tanggung jawab Penanggung atas jaminan asuransi berdasarkan Polis ini, setiap premi terhutang harus sudah dibayar lunas dan secara nyata telah diterima seluruhnya oleh Penanggung:

- a. jika jangka waktu pertanggungan 30 (tiga puluh) hari kalender atau lebih, maka pelunasan pembayaran premi harus dilakukan dalam tenggang waktu 30 (tiga puluh) hari kalender dihitung dari tanggal mulai bertakunya Polis;
- b. jika jangka waktu pertanggungan kurang dari 30 (tiga puluh) hari kalender, pelunasan pembayaran premi harus dilakukan dalam waktu sesuai dengan jangka waktu pertanggungan yang disebut dalam Polis.

2. Pembayaran premi dapat dilakukan dengan cara tunai, cek, bilyet giro, transfer atau dengan cara lain yang disepakati antara Penanggung dan Tertanggung. Penanggung dianggap telah menerima pembayaran premi, pada saat:

- a. diterimanya pembayaran tunai, atau
- b. premi bersangkutan sudah masuk ke rekening Bank Penanggung, atau
- c. Penanggung telah menyepakati pelunasan premi bersangkutan secara tertulis.

3. Apabila premi dimaksud tidak dibayar sesuai dengan ketentuan dan dalam jangka waktu yang ditetapkan, *Polis ini berakhir secara otomatis, tanpa harus menerbitkan endosemen pembatalan*, terhitung mulai tanggal berakhirnya tenggang waktu tersebut dan *Penanggung dibebaskan dari semua tanggung jawab atas kerugian sejak tanggal dimaksud.* Namun demikian Tertanggung tetap berkewajiban membayar premi untuk jangka waktu pertanggungan yang sudah berjalan sebesar 20% (dua puluh per seratus) dari premi satu tahun.

4. Apabila terjadi kerugian yang dijamin oleh Polis dalam waktu

<p style="text-align: center;"><i>premium within that period.</i></p> <p>19. Currency</p> <p>In case of premium and or claim under this Policy is denominated in foreign currency but the payment will be settled in Rupiah currency, such payment shall be executed based on the selling rate of Bank Indonesia at the time of payment.</p> <p>Section I Material Damage</p> <p>The Insurers hereby agree with the Insured that if at any time during the period of insurance the items or any part thereof entered in the Schedule and whilst at the premise(s) described in such Schedule shall suffer any unforeseen, sudden and accidental physical loss destruction or damage other than those specifically excluded in the General or Special Exclusions in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss destruction or damage as hereinafter provided by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in respect of each of the items at any location specified in the Schedule the sum set opposite thereto (sum insured) and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.</p> <p>Special Exclusions to Section I</p> <p>1. The Insurers shall not be liable for loss destruction of or damage to</p> <ol style="list-style-type: none"> 1.1 property in the course of construction or erection 1.2 property being worked upon and actually arising from the process of manufacture testing repairing cleaning restoring alteration renovation or servicing 1.3 property in transit by road, rail, air or water 1.4 licensed road vehicles, railway locomotives and rolling stock, watercraft, aircraft, spacecraft and the like 1.5 jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art 1.6 standing timber, growing crops, animals, birds, fish 1.7 land (including topsoil backfill drainage or culvert), driveways, pavements, roads, runways, railway lines, dams, reservoirs, surface water, underground water, canals, rigs, wells, pipelines, cables, tunnels, bridges, docks, piers, wharves, mining property underground, offshore property 1.8 property in the possession of customers under Rental Agreements or Hire Purchase, Credit or other Suspensive Sale Agreements 1.9 property which at the time of the happening of loss destruction or damage is insured by or would but for the existence of this policy be insured by any marine policy or policies. <p>2. The Insurer(s) shall not be liable for loss destruction of or damage to the property insured directly or indirectly caused by or arising out of or aggravated by :</p> <ol style="list-style-type: none"> 2.1 delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever 	<p>sebagaimana dimaksud pada butir (1a) dan (1b) di atas, Penanggung hanya akan bertanggung jawab terhadap kerugian tersebut apabila Tertanggung melunasi premi dalam waktu bersangkutan.</p> <p>19. Mata Uang</p> <p>Dalam hal premi dan atau klaim berdasarkan polis ini ditetapkan dalam mata uang asing tetapi pembayarannya dilakukan dengan mata uang rupiah, maka pembayaran tersebut dilakukan dengan menggunakan kurs jual Bank Indonesia pada saat pembayaran.</p> <p>Bagian I Kerusakan Material</p> <p>Penanggung dengan ini setuju dengan Tertanggung bahwa jika setiap saat selama jangka waktu asuransi butir-butir atau bagian dari padanya yang tercantum dalam Ikhtisar dan selama berada pada lokasi yang tercantum dalam Ikhtisar tersebut menderita suatu kerugian kehancuran atau kerusakan fisik yang tidak terduga, tiba-tiba dan tidak disengaja selain dari hal-hal yang dikecualikan secara khusus dalam Pengecualian Umum atau Khusus dengan cara yang memerlukan perbaikan atau penggantian, Penanggung akan memberi ganti rugi kepada Tertanggung sehubungan dengan kerugian kehancuran atau kerusakan tersebut sebagaimana ditetapkan selanjutnya dengan pembayaran tunai, penggantian atau perbaikan (atas pilihan Penanggung) sampai dengan suatu jumlah yang tidak melebihi nilai masing-masing butir pada setiap lokasi yang tercantum dalam Ikhtisar suatu jumlah yang ditentukan di dalamnya (harga pertanggungan) dan tidak melebihi batas ganti rugi untuk setiap kejadian jika berlaku dan tidak melebihi secara keseluruhan jumlah yang tertera dalam Ikhtisar sebagai yang diasuransikan.</p> <p>Pengecualian Khusus untuk Bagian I</p> <p>1. Penanggung tidak bertanggung jawab atas kerugian kehancuran pada atau kerusakan atas</p> <ol style="list-style-type: none"> 1.1 harta benda yang sedang dalam konstruksi atau pemasangan 1.2 harta benda yang sedang dalam proses pengerjaan dan sebenarnya timbul dari proses manufaktur pengujian perbaikan pembersihan pemulihan perubahan renovasi atau servis 1.3 harta benda dalam pengangkutan melalui darat, rel, udara atau air 1.4 kendaraan darat berjin, lokomotif dan gerbong barang kereta api, kendaraan air, pesawat terbang, pesawat ruang angkasa dan sejenisnya 1.5 perhiasan, batu permata, logam mulia, emas lantakan, pakaian yang terbuat dari bulu binatang, barang antik, buku langka atau karya seni 1.6 pohon kayu, tanaman panen, hewan, burung, ikan 1.7 tanah (termasuk lapisan-atas urukan drainase atau gorong-gorong), jalan beraspal, jalan perkerasan, jalan, landas pacu, jalur rel, bendungan, waduk, air permukaan, air bawah tanah, kanal, pengeboran, sumur, saluran pipa, saluran kabel, terowongan, jembatan, galangan, tempat labuh, dermaga, harta benda tambang bawah tanah, harta benda lepas pantai 1.8 harta benda dalam penguasaan petanggan berdasarkan Perjanjian Sewa atau Sewa Beli, Perjanjian Kredit atau Penjualan Tunda lainnya 1.9 harta benda yang pada saat terjadinya kerugian kehancuran atau kerusakan diasuransikan pada atau seharusnya diasuransikan pada polis atau polis-polis asuransi laut dan bukannya pada keberadaan polis ini. <p>2. Penanggung tidak bertanggung jawab terhadap kerugian kehancuran pada atau kerusakan atas harta benda yang diasuransikan yang secara langsung atau tidak langsung disebabkan oleh atau timbul dari atau diperburuk oleh:</p> <ol style="list-style-type: none"> 2.1 keterlambatan, kehilangan pasar atau kerugian atau kerusakan
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<p>2.2 dishonesty, fraudulent act, trick, device or other false pretence</p> <p>2.3 disappearance, unexplained or inventory shortage</p> <p>2.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith, mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates</p> <p>2.5 all gradually operating causes, including but not limited to wear and tear, rust, corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration, latent defect, inherent vice, slowly developing deformation or distortion, insects larvae or vermin of any kind, microbes of any kind, unless sudden and unforeseen physical loss destruction or damage ensues, in which case Insurers' liability shall be limited to such ensuing loss damage or destruction.</p> <p>2.6 pollution or contamination, unless caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal</p> <p>2.7 enforcement of any ordinance or law regulating the construction, repair or demolition of any Property Insured hereunder except as provided for in the Public Authorities Memorandum incorporated in this Section</p> <p>2.8 shrinkage, evaporation, loss of weight, change in flavour, colour, texture or finish, action of light</p> <p>2.9 change in temperature or humidity, failure or inadequate operation of any air-conditioning cooling or heating system due to operating error. The burden of proof that no operating error occurred, shall be upon the Insured</p> <p>2.10 exposure to weather conditions where property is left in the open or not contained in fully enclosed buildings.</p> <p>3. The Insurers shall not be liable for the costs</p> <p>3.1 of rectifying defective materials, faulty workmanship or design</p> <p>3.2 of normal upkeep, normal making good, maintenance</p> <p>3.3 arising from false or unauthorised programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields.</p>	<p>lanjutan atau tidak langsung lainnya apapun jenis atau deskripsinya</p> <p>2.2 ketidakjujuran, tindakan curang, tipu daya, muslihat atau kepalsuan lainnya</p> <p>2.3 lenyap, kekurangan yang tidak dapat dijelaskan atau berkurangnya barang inventaris</p> <p>2.4 kebocoran sambungan, kegagalan pengelasan, retak, patah, runtuh atau panas berlebihan pada ketel uap, economiser, superheater, bejana bertekanan atau macam-macam jaringan pipa uap dan jaringan pipa pengisi yang berkaitan dengannya, kegagalan atau kekacauan mekanik atau elektrik sehubungan dengan peralatan atau perlengkapan mesin tertentu di mana kegagalan atau kekacauan tersebut berasal</p> <p>2.5 semua penyebab yang bertanggung secara berangsur-angsur, termasuk tetapi tidak terbatas pada aus, karat, korosi, lumut, lapuk, jamur, busuk basah atau kering, penurunan mutu yang terjadi secara berangsur-angsur, cacat laten, sifat barang, perubahan bentuk atau distorsi yang terjadi secara perlahan, serangga larva atau binatang kecil apapun jenisnya, mikroba apapun jenisnya, kecuali jika selanjutnya terjadi kerugian kehancuran atau kerusakan fisik secara tiba-tiba dan tidak terduga, di mana dalam hal ini tanggung jawab Penanggung terbatas pada kerugian kerusakan atau kehancuran lanjutan tersebut.</p> <p>2.6 polusi atau kontaminasi, kecuali jika disebabkan oleh kebakaran, petir, ledakan, pesawat udara atau peralatan terbang lainnya atau barang yang jatuh daripadanya, kerusuhan, huru-hara, pemogok, penghalangan pekerja, orang yang mengambil bagian dalam gangguan buruh, orang yang berbuat jahat (selain pencuri), gempa bumi, badai, banjir, meluapnya air dari suatu peralatan tangki atau pipa atau benturan oleh kendaraan darat atau binatang</p> <p>2.7 pemberlakuan suatu ordonansi atau hukum yang mengatur konstruksi, perbaikan atau pemusnahan suatu Harta Benda yang Diasuransikan di sini kecuali yang diatur dalam Memorandum Otoritas Publik yang menjadi kesatuan Bagian ini</p> <p>2.8 pencurian, penguapan, kehilangan berat, perubahan rasa, warna, tekstur atau lapisan penutup, pengaruh cahaya</p> <p>2.9 perubahan suhu atau kelembaban, kegagalan atau tidak memadainya kerja suatu sistem pengatur udara, sistem pendingin atau pemanas karena kesalahan pengoperasian. Kewajiban pembuktian bahwa tidak terjadi kesalahan pengoperasian, berada di pihak Tertanggung</p> <p>2.10 paparan terhadap kondisi cuaca di mana harta benda dibiarkan di tempat terbuka atau tidak ditempatkan dalam bangunan yang tertutup seluruhnya.</p> <p>3. Penanggung tidak bertanggung jawab atas biaya</p> <p>3.1 pembetulan material yang cacat, salah pengerjaan atau desain</p> <p>3.2 pemeliharaan normal, perbaikan normal, perawatan</p> <p>3.3 yang timbul dari salah atau tidak sahnya pemrograman, pelobangan, pelabelan atau penyisipan, pembatalan informasi yang tidak disengaja atau pembuangan media penyimpanan data dan dari hilangnya informasi yang disebabkan oleh medan magnet.</p>
<p>Special Conditions to Section I</p>	<p>Kondisi Khusus untuk Bagian I</p>
<p>1. Sums Insured :</p> <p>It is a requirement of this Insurance that the sums insured stated in the Schedule shall not be less than the cost of reinstatement as if such property were reinstated on the first day of the Period of Insurance which shall mean the cost of replacement of the insured items by new items in a condition equal to but not better or more extensive than its condition when new.</p>	<p>1. Harga Pertanggungan:</p> <p>Merupakan suatu syarat dari Asuransi ini bahwa harga pertanggungan yang tercantum dalam Ikhtisar tidak boleh kurang dari biaya pemulihan seandainya harta benda tersebut dipulihkan pada hari pertama Jangka Waktu Asuransi yang berarti biaya penggantian benda yang diasuransikan dengan benda baru dalam kondisi yang sama tetapi tidak lebih baik atau lebih ekstensif dari kondisinya ketika baru.</p>
<p>2. Basis of Loss Settlement :</p> <p>In the event of any loss destruction or damage the</p>	<p>2. Dasar Penyelesaian Kerugian :</p>

<p>indemnification under this section shall be calculated on the basis of the reinstatement or replacement of the property lost destroyed or damaged, subject to the following provisions:</p> <p>2.1 Reinstatement or replacement shall mean:</p> <p>(1) where property is lost or destroyed, the rebuilding of any buildings or the replacement of any other property by similar property, in either case in a condition equal to but not better or more extensive than its condition when new</p> <p>(2) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.</p> <p>2.2 Special Provisions:</p> <p>(1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the policy if this special provisions had not been incorporated herein shall be made</p> <p>(2) Where any property is lost destroyed or damaged in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed</p> <p>(3). If at the time of reinstatement the sum representing the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction or damage then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly</p> <p>(4). Until the cost of reinstatement or replacement shall have been actually incurred the amount payable under each of the items shall be calculated on the basis of the actual cash value of such items immediately before the loss destruction or damage with due allowance for depreciation for age use and condition.</p>	<p>Dalam hal suatu kerugian kehancuran atau kerusakan pemberian ganti rugi berdasarkan bagian ini harus dihitung atas dasar pemulihan atau penggantian harta benda yang hilang hancur atau rusak, tunduk pada ketentuan-ketentuan berikut:</p> <p>2.1 Pemulihan atau penggantian berarti:</p> <p>(1) Jika harta benda hilang atau hancur, konstruksi kembali suatu bangunan atau penggantian suatu harta benda lain dengan harta benda serupa, masing-masing dalam kondisi yang sama tetapi tidak lebih baik atau lebih ekstensif dari kondisinya ketika baru</p> <p>(2) Jika harta benda rusak, perbaikan kerusakan dan pemulihan bagian yang rusak dari harta benda ke suatu kondisi yang secara substansial sama tetapi tidak lebih baik atau lebih ekstensif dari kondisinya ketika baru.</p> <p>2.2 Ketentuan Khusus:</p> <p>(1) Pekerjaan pemulihan (yang dapat dilaksanakan di lokasi lain dan dengan suatu cara yang sesuai dengan persyaratan Tertanggung dengan syarat tanggung jawab Penanggung karenanya tidak meningkat) harus dimulai dan dilaksanakan dengan cepat dan wajar jika tidak maka tidak ada pembayaran melebihi jumlah yang seharusnya dibayar berdasarkan polis ini jika seandainya ketentuan khusus ini tidak dibuat menjadi kesatuan daripadanya</p> <p>(2) Jika suatu harta benda hilang hancur atau rusak sebagian saja tanggung jawab Penanggung tidak akan melebihi jumlah yang mencerminkan biaya dimana Penanggung seharusnya membayar pemulihan kembali seandainya harta benda tersebut hancur seluruhnya</p> <p>(3) Jika pada saat pemulihan kembali jumlah yang mencerminkan biaya yang seharusnya dikeluarkan dalam pemulihan kembali seandainya keseluruhan harta benda yang dijamin oleh butir tersebut telah hancur melebihi harga pertanggungannya pada saat mulai terjadinya suatu kehancuran atau kerusakan maka Tertanggung dianggap sebagai penanggungnya sendiri untuk selisih antara harga pertanggungan dan jumlah yang mencerminkan biaya pemulihan kembali atas seluruh harta benda dan akan menanggung bagiannya secara proporsional dari kerugian tersebut.</p> <p>(4) Sampai biaya pemulihan kembali atau penggantian telah benar-benar timbul jumlah yang dapat dibayar berdasarkan masing-masing butir akan dihitung atas dasar nilai tunai sebenarnya dari butir-butir tersebut sesaat sebelum kerugian kehancuran atau kerusakan dengan memperhitungkan depresiasi untuk usia pemakaian dan kondisi.</p>
<p>3. First Loss Insurance</p> <p>3.1 The items mentioned hereinafter are covered on a First Loss Basis, subject to amounts per item entered in the Schedule</p> <ul style="list-style-type: none"> - Money and stamps - Employees Pedal Cycles and other Personal Effects. - Documents, Manuscripts and Business Books: only the value of materials as stationery together with the cost of clerical labour expended in writing up and not the value of the information to the Insured. - Computer Systems records: the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein), but not for the value of the information contained therein to the Insured. - Patterns, Models, Moulds, Plans and Designs: an amount not exceeding the cost of the labour and materials expended in reinstatement. 	<p>3. Asuransi Kerugian Pertama</p> <p>3.1 Butir-butir yang disebut berikut ini dijamin atas dasar Kerugian Pertama, dengan ketentuan jumlah tiap butir yang tercantum dalam Ikhtisar</p> <ul style="list-style-type: none"> - Uang dan meterai - Sepeda dan Barang Pribadi lain milik karyawan - Dokumen, Naskah dan Buku Kegiatan Usaha: hanya nilai material sebagai alat-tulis beserta biaya tenaga kerja administrasi yang dikeluarkan untuk menulis kembali secara lengkap dan bukan nilai informasi bagi Tertanggung - Catatan Sistem Komputer: nilai material beserta biaya tenaga kerja administrasi dan waktu pengoperasian komputer yang dikeluarkan untuk mereproduksi catatan tersebut (tidak termasuk pengeluaran yang berkaitan dengan pembuatan informasi yang akan dicatat di dalamnya), tetapi tidak untuk nilai informasi yang terkandung di dalamnya bagi Tertanggung. - Pola, Model, Cetakan, Rencana dan Desain: suatu jumlah yang tidak melebihi biaya tenaga kerja dan material yang dikeluarkan

3.2 Debris Removal

This policy covers the necessary expense for removal of debris of insured property from the described premises as a result of physical loss destruction or damage insured against under this policy.

The Insurers' total liability for debris removal is limited to the amount entered in the Schedule.

4. Capital Additions

The insurance by this policy shall, subject to its terms and conditions, extend to cover:

- any newly acquired buildings, machinery and other equipment in so far as the same are not otherwise insured, and
- alterations, additions and improvements to building, machinery and other equipment

during the current period of insurance at any of the premises hereby insured, provided that:

- 1). at any one location this increase shall not exceed 5% of the total sum insured on such item;
- 2). the Insured advise the Insurers within three months of the particulars of any such capital additions and pay such additional premiums as the Insurers may require

SECTION II - BUSINESS INTERRUPTION

The Insurers agree that if during the period of insurance the business carried on by the Insured at the premises specified in the Schedule is interrupted or interfered with in consequence of loss destruction or damage indemnifiable under Section I, then the Insurers shall indemnify the Insured for the amount of loss as hereinafter defined resulting from such interruption or interference provided that the liability of the Insurers in no case exceeds the sum insured or such other sum as may hereinafter be substituted therefor by Endorsement signed by or on behalf of the Insurers.

SPECIAL EXCLUSIONS TO SECTION II

- 1 This Policy does not cover any loss resulting from interruption of or interference with the business directly or indirectly attributable to
 - 1.1. any restrictions on reconstruction or operation imposed by any public authority
 - 1.2. the Insured's lack of sufficient capital for timely restoration or replacement of property lost, destroyed or damaged
 - 1.3. loss of business due to causes such as suspension, lapse or cancellation of a lease licence or order etc. which occurs after the date when the items lost destroyed or damaged are again in operating condition and the business could have been resumed, if said lease licence or order etc. had not lapsed or had not been suspended or cancelled.
2. This Policy does not cover the deductible stated in the Schedule to be borne by the Insured.

Basis of Insurance

The cover provided under this Section shall be limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be

- (a) in respect of Reduction in Turnover : the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the

dalam pemulihan kembali.

3.2 Pemindahan puing

Polis ini menjamin biaya yang diperlukan untuk pemindahan puing dari harta benda yang diasuransikan dari lokasi yang disebutkan sebagai akibat dari kerugian kehancuran atau kerusakan fisik yang diasuransikan berdasarkan polis ini.

Total tanggung jawab Penanggung untuk pemindahan puing terbatas pada jumlah yang tercantum dalam Ikhtisar.

4. Tambahan Kapital

Asuransi berdasarkan polis ini, tunduk pada syarat dan kondisinya, diperluas untuk menjamin:

- setiap bangunan, mesin dan peralatan lain yang baru diperoleh sejauh harta benda tersebut belum diasuransikan, dan
- perubahan, penambahan dan perbaikan pada bangunan, mesin dan peralatan lain

selama jangka waktu asuransi pada suatu lokasi yang diasuransikan, dengan syarat bahwa:

- 1) pada tiap lokasi kenaikan ini tidak melebihi 5% dari total harga pertanggungan pada butir tersebut;
- 2) Tertanggung memberitahu Penanggung dalam waktu tiga bulan atas setiap keterangan tambahan kapital tersebut dan membayar premi tambahan sebagaimana yang diminta oleh Penanggung.

BAGIAN II – GANGGUAN USAHA

Penanggung setuju bahwa jika selama jangka waktu asuransi usaha yang dijalankan oleh Tertanggung di lokasi yang diuraikan dalam Ikhtisar terganggu atau terpengaruh sebagai akibat dari kerugian kehancuran atau kerusakan yang dapat diberi ganti rugi berdasarkan Bagian I, maka Penanggung akan memberi ganti rugi kepada Tertanggung untuk suatu jumlah kerugian yang selanjutnya didefinisikan yang diakibatkan oleh gangguan atau pengaruh tersebut dengan syarat tanggung jawab Penanggung tidak dalam hal apapun melebihi harga pertanggungan atau jumlah lain yang disebutkan dalam Endorsemen yang ditandatangani oleh atau atas nama Penanggung.

PENGECUALIAN KHUSUS BAGIAN II

1. Polis ini tidak menjamin setiap kerugian yang diakibatkan oleh gangguan atau pengaruh pada usaha langsung atau tidak langsung diakibatkan oleh
 - 1.1. tiap pembatasan pada konstruksi kembali atau operasi yang diberlakukan otoritas publik
 - 1.2. ketidak-cukupan kapital Tertanggung untuk pemulihan atau penggantian harta benda yang hilang, hancur atau rusak tepat pada waktunya
 - 1.3. kehilangan usaha karena penundaan, pengakhiran atau pembatalan sewa ijin atau pesanan dsb. yang terjadi setelah tanggal saat barang-barang hilang hancur atau rusak tersebut kembali dalam kondisi dapat dioperasikan dan kegiatan usaha dapat dimulai lagi, seandainya sewa ijin atau pesanan dsb. belum berakhir atau ditunda atau dibatalkan.
2. Polis ini tidak menjamin risiko sendiri yang tercantum dalam Ikhtisar yang menjadi beban Tertanggung.

Dasar Asuransi

Jaminan yang diberikan Bagian ini terbatas pada hilangnya Laba Kotor karena (a) Penurunan Hasil Penjualan dan (b) Kenaikan Biaya Kerja dan jumlah yang dapat dibayarkan sebagai ganti rugi disini adalah:

- (a) sehubungan dengan Penurunan Hasil Penjualan : jumlah yang

<p>Standard Turnover in consequence of the loss destruction or damage</p> <p>(b) in respect of Increase in Cost of Working : the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of loss destruction or damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided</p> <p>less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of loss destruction or damage</p> <p>provided that if the sum insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.</p> <p>Definitions</p> <p>1. Gross Profit</p> <p>The amount by which</p> <ul style="list-style-type: none"> - the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed - the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses. <p>Note : The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.</p> <p>2. Uninsured Working Expenses</p> <p>The variable expenses of the business which <u>are not insured</u> by this policy :</p> <p>2.1 turnover and purchases taxes 2.2 purchases (less discount received) 2.3 carriage , packing and freight</p> <p>3. Turnover</p> <p>The money (less discount allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the courses of the business at the Premises.</p> <p>4. Indemnity Period</p> <p>The period beginning with the occurrence of loss destruction or damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.</p> <p>5. Rate of Gross Profit:</p> <p>The Rate of Gross Profit earned on the turnover during the financial year immediately before the date of loss destruction or damage</p> <p>Annual Turnover:</p> <p>The Turnover during the twelve months immediately before the date of loss destruction or damage</p> <p>Standard Turnover:</p>	<p>diperoleh dengan perkalian Tingkat Laba Kotor terhadap suatu jumlah dimana Hasil Penjualan selama Jangka Waktu Ganti Rugi kurang dari Hasil Penjualan Standar sebagai akibat dari kerugian kehancuran atau kerusakan</p> <p>(b) sehubungan dengan Kenaikan Biaya Kerja: pengeluaran tambahan yang perlu dan wajar yang timbul semata-mata untuk menghindari atau mengurangi Penurunan Hasil Penjualan yang mana pengeluaran tersebut seharusnya timbul selama Jangka Waktu Ganti Rugi sebagai akibat dari Insiden, tetapi tidak melebihi jumlah yang diperoleh dengan perkalian Tingkat Laba Kotor terhadap jumlah penurunan yang berhasil dihindari</p> <p>dikurangi dengan suatu jumlah yang dihemat selama Jangka Waktu Ganti Rugi sehubungan dengan biaya dan pengeluaran dari usaha tersebut yang dapat dibayarkan dari Laba Kotor yang hilang atau berkurang sebagai akibat dari kerugian kehancuran atau kerusakan</p> <p>dengan syarat bahwa jika harga pertanggungan butir ini kurang dari jumlah yang diperoleh dengan perkalian Tingkat Laba Kotor terhadap Hasil Penjualan Tahunan (atau kelipatan yang naik secara proporsional jika Jangka Waktu Ganti Rugi Maksimal melebihi dua belas bulan) jumlah yang dapat dibayarkan berkurang secara proporsional.</p> <p>Definisi</p> <p>1. Laba Kotor</p> <p>Suatu jumlah dimana</p> <ul style="list-style-type: none"> - jumlah dari nilai Hasil Penjualan dan nilai stok akhir dan sedang dalam pengerjaan melebihi - jumlah dari nilai stok awal dan sedang dalam pengerjaan dan Biaya-Biaya Kerja Yang Tidak Diasuransikan. <p>Catatan: Nilai stok awal dan akhir dan sedang dalam pengerjaan akan dihitung sesuai dengan metode akuntansi yang normal dari Tertanggung, dengan memperhitungkan depresiasi.</p> <p>2. Biaya Kerja Yang Tidak Diasuransikan</p> <p>Biaya variabel dari kegiatan usaha yang <u>tidak diasuransikan</u> pada polis ini:</p> <p>2.1 pajak penjualan dan pembelian 2.2 pembelian (dikurangi potongan yang diterima) 2.3 pengangkutan, pengepakan dan ongkos angkut</p> <p>3. Hasil Penjualan</p> <p>Sejumlah uang (dikurangi potongan yang diberikan) yang dibayar atau yang dapat dibayarkan kepada Tertanggung untuk barang yang dijual dan dikirim dan untuk jasa yang diberikan sehubungan dengan usaha di Lokasi.</p> <p>4. Jangka Waktu Ganti Rugi</p> <p>Jangka waktu yang dimulai dengan terjadinya kehilangan kehancuran atau kerusakan dan berakhir tidak lebih lama dari Jangka Waktu Ganti Rugi Maksimal selama mana hasil Usaha terpengaruh sebagai akibat daripadanya.</p> <p>5. Tingkat Laba Kotor:</p> <p>Tingkat Laba Kotor yang dihasilkan atas hasil penjualan selama tahun takwim sesaat sebelum tanggal kerugian kehancuran atau kerusakan</p> <p>Hasil Penjualan Tahunan:</p> <p>Hasil Penjualan selama dua belas bulan sesaat sebelum tanggal kerugian kehancuran atau kerusakan</p> <p>Hasil Penjualan Standar:</p>
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The Turnover during that period in the twelve months immediately before the date of loss destruction or damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months

to which such adjustments shall be made as may necessary to provide for the trend of the business and for variations in or other circumstances affecting the Business either before or after loss destruction or damage or which would have affected the Business had the loss destruction or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result which but for the loss destruction or damage would have been obtained during the relative period after the loss destruction or damage.

Provisions

Memo 1 - Benefits from Other Premises

If during the indemnity period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others acting on his behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

Memo 2 - Return of Premium

If the Insured declares at the latest six months after the expiry of any policy year that the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance, as certified by the Insured's auditors, was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid on such sum insured for such period of insurance shall be made in respect of the difference.

If any loss destruction or damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of so much of said difference as is not due to such loss destruction or damage.

Hasil Penjualan selama jangka waktu dua belas bulan tersebut sesaat sebelum tanggal kerugian kehancuran atau kerusakan yang bersesuaian dengan Jangka Waktu Ganti Rugi yang disesuaikan secara tepat dimana Jangka Waktu Ganti Rugi melebihi dua belas bulan

terhadap mana penyesuaian tersebut dibuat seperlunya untuk memenuhi tren usaha dan berbagai variasi pada atau keadaan lain yang mempengaruhi Usaha baik sebelum atau sesudah kerugian kehancuran atau kerusakan atau yang mungkin mempengaruhi Usaha seandainya tidak terjadi kerugian kehancuran atau kerusakan, sehingga dengan demikian angka-angka yang disesuaikan akan mencerminkan hasil sedekat mungkin sesuai praktek yang wajar seandainya kerugian kehancuran atau kerusakan tidak terjadi yang mungkin dapat dicapai selama jangka waktu terkait setelah kerugian kehancuran atau kerusakan.

Ketentuan

Memo 1 - Manfaat dari Lokasi Lain

Jika selama jangka waktu ganti rugi barang dijual atau jasa diberikan di tempat selain daripada Lokasi bersangkutan untuk manfaat Usaha baik oleh Tertanggung atau pihak-pihak lain yang bertindak atas namanya, uang yang telah dibayar atau yang dapat dibayar sehubungan dengan penjualan atau jasa tersebut akan diperhitungkan dalam menghitung Hasil Penjualan selama Jangka Waktu Ganti Rugi.

Memo 2 - Pengembalian Premi

Jika Tertanggung mendeklarasikan paling lambat enam bulan setelah berakhirnya tahun polis bahwa Laba Kotor yang diperoleh selama jangka waktu akuntansi dua belas bulan hampir bersamaan dengan jangka waktu asuransi, sebagaimana ditegaskan oleh auditor Tertanggung, kurang dari harga pertanggungan, pengembalian premi secara prorata tidak lebih dari satu pertiga premi yang telah dibayar atas harga pertanggungan untuk jangka waktu asuransi tersebut akan dibayar atas selisihnya.

Jika terjadi kerugian kehancuran atau kerusakan yang menimbulkan suatu klaim berdasarkan polis ini, pengembalian tersebut akan dibayarkan hanya sehubungan dengan jumlah selisihnya seandainya bukan karena kerugian kehancuran atau kerusakan tersebut.

Terjemahan ini merupakan terjemahan dari dokumen berbahasa Inggris.

Jika terdapat perbedaan penafsiran dalam versi Bahasa Indonesia ini, maka versi Bahasa Indonesia yang akan dijadikan sebagai acuan.

COMPULSORY CLAUSES – PROPERTY – PAR + 4.3A – 100419

INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE

Losses arising, directly or indirectly, out of:

- (i) loss of, alteration of, or damage to
or
- (ii) a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the Reinsured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

(NMA 2912)

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

10/11/2003 CL 370

IT CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure.

Consequently the following are excluded from this Agreement :

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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, United Kingdom or United States of America.

TERRORISM EXCLUSION ENDORSEMENT (NMA 2920)

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 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 the thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organizations (s) or government (s), committed for political, religious, ideological or similar purpose 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, costs 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

If the Underwriters allege by hat 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.

TRANSMISSION AND DISTRIBUTION LINES EXCLUSION CLAUSE

All transmission and distribution lines, including wire, cables, poles, pylons, standard towers and any equipment of any type of which may be attendant to such installation of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signal and all communication signals whether audio or visual.

This exclusion applies to both above and below ground equipment except that which is within 1,000 metres of the insured's premises or as defined in the Insured's original policy(ies).

This exclusion applies both to physical or damage to the equipment and all business interruption, consequential loss and/or other contingent losses.

EARTHQUAKE EXCLUSION CLAUSE

It is hereby agreed that this insurance shall not in any case to cover Earthquake, Fire following Earthquake, Volcanic Eruption and Tsunami

REINSTATEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the property insured being destroyed or damaged the basis upon which the amount payable under the schedule of the policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions:

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Insurer may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Insurer shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this policy then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such

property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.

5. This memorandum shall be without force or effect if:
- a. the insured fails to intimate to the Insurer within 6 months from the date of destruction or damage or such further time as the Insurer may in writing allow his intention to replace or reinstate the property destroyed or damaged,
 - b. the insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

REINSTATEMENT OF SUM INSURED CLAUSE

In the event of loss or damage to property and/or interests insured, the Sum Insured will be reduced by the amount of the loss or damage.

After the reinstatement of loss or damage the Insured may request to reinstate the Sum Insured by paying additional premium on pro rata basis for the unexpired period of insurance, however, the Insurer has the right to decline such request.

KLAUSULA PENGESAMPINGAN

Dengan ini dinyatakan bahwa dalam hal Tertanggung atau Penanggung menghentikan pertanggungannya ini, maka kedua belah pihak setuju untuk mengesampingkan Pasal 1266 dan 1267 Kitab Undang-Undang Hukum Perdata Indonesia dan penghentian pertanggungannya tersebut dilakukan tanpa memerlukan persetujuan Pengadilan Negeri di wilayah Republik Indonesia.

**ENDORSEMEN
BANJIR, ANGIN TOPAN, BADAI DAN KERUSAKAN AKIBAT AIR
(KODE: 4.3 A)**

Dengan ini disetujui dan dinyatakan bahwa tanpa menyimpang dari ketentuan polis dan dengan syarat penambahan premi, jaminan untuk Banjir, Angin Topan dan/atau Badai dan Kerusakan Akibat Air, Penanggung menyetujui memperluas pertanggungan ini sebagaimana diatur dalam Endorsemen ini,

1) Perluasan Jaminan

a) Pertanggungan ini diperluas untuk menjamin kerusakan pada atau kemusnahan dari harta benda yang dipertanggungkan sebagai akibat satu atau lebih dari risiko-risiko berikut :

- i) Banjir
- ii) Angin Topan dan/atau Badai
- iii) Kerusakan Akibat Air

b) Ganti rugi yang dibayarkan termasuk biaya-biaya yang diperlukan untuk pembersihan obyek pertanggungan atau pemindahan puing-puing dari dalam gedung sebagai akibat dari perluasan jaminan tersebut di atas.

2) Pengecualian

Perluasan ini tidak menjamin kerusakan atau kerugian terhadap:

- a) Persediaan barang-barang dagangan dan/atau barang-barang bergerak lainnya yang disimpan ditempat terbuka.
- b) Harta benda dan/atau kepentingan yang dipertanggungkan yang secara langsung atau tidak langsung disebabkan oleh:
 - i) Erosi, Tanah Runtuh, Tanah Longsor, Letusan Gunung Berapi, Gempa Bumi atau Tsunami.
 - ii) Perembesan air.
 - iii) Air yang keluar dari sprinkler, drencher atau instalasi hydrant yang terdapat di dalam gedung/obyek pertanggungan.
- c) Gangguan usaha atau segala macam kerugian dalam wujud atau bentuk apapun yang sifatnya konsekuensial sebagai akibat tidak langsung dari risiko - risiko tersebut diatas

3) Syarat Khusus

Dengan ancaman batalnya pertanggungan dibawah endorsemen ini, Tertanggung harus mengambil tindakan-tindakan selayaknya untuk memelihara gedung, atap, talang, tangki-tangki air, pipa-pipa, saluran-saluran air, pompa-pompa pembuangan air dan peralatan air lainnya dengan sebaik-baiknya.

4) Klausul 72 Jam

- a). Setiap peristiwa kerugian yang disebabkan oleh bahaya yang dipertanggungkan dianggap sebagai satu kejadian dengan catatan bahwa bilamana lebih dari satu peristiwa terjadi dalam waktu 72 (tujuh puluh dua) jam, peristiwa-peristiwa tersebut dianggap sebagai 1 (satu) kejadian dalam Polis ini.
- b). Penanggung tidak bertanggung jawab terhadap segala kerugian yang disebabkan oleh bahaya yang dipertanggungkan yang terjadi sebelum berlakunya Polis ini, atau segala kerugian yang terjadi setelah berakhirnya

**ENDORSEMENT
FLOOD, WINDSTORM, TEMPEST AND WATER DAMAGE
(CODE: 4.3 A)**

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary and subject to payment of additional premium, the coverage for Flood, Windstorm, Tempest and Water Damage shall refer to the wordings as provided in this Endorsement.

1) Extensions

a) This insurance is extended to cover loss of or damage to the property insured caused by one or more of the following perils:

- i) Flood
- ii) Windstorm and/or Tempest
- iii) Water Damage

b) Claim payable includes costs and/or expenses necessarily incurred for cleaning the subject matter insured or removal of debris from the building as a consequence of this extension.

2) Exclusions

This extension does not cover loss of or damage to:

- a) Stock and/or other movable items stored in the open.
- b) Property and/or interest insured directly or indirectly caused by:
 - i) Erosion, Subsidence, Landslide, Volcanic Eruption, Earthquake or Tsunami
 - ii) Seepage
 - iii) Water discharged from sprinklers, drenchers or hydrant installations in the building / insured premises
- c) Business Interruption or any kind of consequential loss

3) Special Condition

Under penalty of nullity of the insurance under this Endorsement, the insured shall take all reasonable steps to maintain the building, roof, roof-guttering, water tanks, pipes, drains, sump pumps and other water apparatus in a good state of repair.

4) 72 Hours Clause

- a). Each loss by any insured perils shall constitute a single claim hereunder, provided that if more than one event shall occur within a period of 72 (seventy two) hours during the term of this Policy, such event shall be deemed to be a single event within the meaning hereof.
- b). The Insurer shall not be liable for any loss caused by any insured perils occurring before the effective date and time of this Policy, nor for any loss occurring after the expiry date and time of this Policy.

<p>jangka waktu Polis.</p> <p>5). Potongan Klaim atau Risiko Sendiri Atas setiap klaim yang dijamin menurut ketentuan Endorsemen ini, Tertanggung akan memikul potongan klaim atau risiko sendiri seperti yang tercantum dalam Ikhtisar Pertanggungan.</p> <p>6). Definisi Untuk kepentingan endorsemen perluasan ini, istilah yang dicetak miring didefinisikan sebagai berikut :</p> <p>a). Banjir adalah genangan air yang bersifat sementara pada daerah yang seharusnya tidak tergenang air disebabkan oleh melimpahnya air sungai, kali, kanal, saluran irigasi, drainase, danau, waduk, atau laut termasuk akibat langsung dari hujan.</p> <p>b). Angin Topan adalah pergerakan udara dengan kecepatan minimum 30 (tiga puluh) knot.</p> <p>c). Badai adalah fenomena cuaca yang diakibatkan oleh aktifitas atmosfer yang melanda daerah yang cukup luas dengan tiupan angin kencang berkecepatan minimum 30 (tiga puluh) knot yang kadang-kadang disertai hujan yang lebat, guntur dan/atau sambaran petir.</p> <p>d). Kerusakan Akibat Air adalah kerusakan terhadap harta benda yang dipertanggungjawabkan yang disebabkan oleh air dari luar yang masuk ke dalam bangunan/obyek pertanggungan yang terjadi secara tiba-tiba dan tidak terduga.</p> <p>Tidak termasuk dalam pengertian ini, kerusakan akibat air yang masuk kedalam bangunan/obyek pertanggungan melalui celah atau bukaan normal pada dinding atau atap bangunan atau akibat Perembesan Air.</p> <p>e). Erosi adalah terkikisnya permukaan dan/atau dinding tanah akibat arus atau aliran air.</p> <p>f). Tanah Runtuh adalah turunnya permukaan tanah akibat tekanan atau beban dipermukaan tanah atau hilangnya penyangga pada lapisan dibawah permukaan tanah.</p> <p>g). Tanah Longsor adalah bergesernya permukaan tanah dari permukaan yang lebih tinggi ke yang lebih rendah yang terjadi secara tiba-tiba.</p> <p>h). Letusan Gunung Berapi adalah keluarnya larutan atau batu panas atau uap, gas atau cairan dari lubang atau lubang-lubang di tanah.</p> <p>i). Gempa Bumi adalah guncangan atau getaran bumi akibat gejala geologi seperti pergerakan tektonik dan Letusan Gunung Berapi.</p> <p>ji). Tsunami adalah gelombang besar akibat pergeseran tanah dibawah laut seperti penyusupan lempengan kerak bumi atau oleh Letusan Gunung Berapi.</p> <p>k). Perembesan Air adalah air yang masuk secara perlahan kedalam gedung melalui pori-pori/retakan dinding, tanah atau lantai.</p> <p>Semua persyaratan dan ketentuan lain dari Polis ini tidak mengalami perubahan.</p>	<p>5). Deductible The Insured shall bear the deductible as stated in the Policy Schedule for each and every claim payable under this Endorsement.</p> <p>6). Definition For the purpose of this Endorsement, the terms printed in italic shall be defined as follows:</p> <p>a) Flood is a temporary inundation of normally dry land due to overflow of water beyond the normal boundaries of rivers, streams, canals, irrigation systems, drainages, lakes, dams, or sea including direct consequence of rain.</p> <p>b) Windstorm is movement of air at a minimum velocity of 30 (thirty) knots.</p> <p>c) Tempest is a weather phenomenon caused by the activities of the atmosphere that affects to considerably wide area of land with movement of air at a minimum velocity of 30 (thirty) knots which may be accompanied by heavy rain, thunder and/or lightning.</p> <p>d) Water Damage is a damage to the property insured caused by water entering into the building/subject matter insured from outside which is sudden and unforeseen.</p> <p>This definition excludes damage caused by water entering into the building/subject matter insured through gaps or normal openings on walls or roofs of the buildings or caused by Seepage.</p> <p>e) Erosion is the removal of the surface and/or wall of the soil caused by movement or flow of water.</p> <p>f) Subsidence is the fall in surface of land caused by the pressure or load on the surface or weakening of support of the lower layer of the land.</p> <p>g) Landslide is the movement of land surface from a higher to a lower level which occurs suddenly.</p> <p>h) Volcanic Eruption is the issuance of molten or hot rock or steam, gas or liquid from a vent or vents in the earth's crust.</p> <p>i) Earthquake is a shaking or trembling of the earth due to geological phenomena such as tectonic movement and volcanic eruptions.</p> <p>j) Tsunami is a great sea wave produced by submarine earth movement such as subduction of crustal plates or by submarine volcanic eruption.</p> <p>k) Seepage is water entering the building gradually through pores / cracks in walls, grounds or floors.</p> <p>All other terms and conditions of the Policy remain unchanged.</p> <p>(This wording is a translation of the original version in Bahasa</p>
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	Indonesia; in the event of any dispute arising from the interpretation of any meaning herein, the terms and conditions shall be interpreted according to the original Bahasa Indonesia version).
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Attachment to Policy No. : 0401-0109-19-000278

AVERAGE RELIEF CLAUSE (85%)

Each item insured under this memorandum is declared to be subject to the following condition of average.

If at the time of reinstatement the sum representing eighty five (85) percent of the cost or as specified in the Schedule, whichever is the higher, which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed the commencement of any destruction of or damage to such property by any other peril hereby incurred against, then the Insured shall be considered as his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement the whole of the property and shall bear a ratable proportion of the loss accordingly.

APPRAISEMENT CLAUSE (5% of Sum Insured)

If the aggregate claim for any one loss does not exceed the specific amount entered in the Schedule or five per cent (5 %) of the sum insured by the item or items affected (whichever may be the less), no special inventory or appraisal of the undamaged property shall be required. If two or more buildings were included in a single item, this provision shall apply to the range of buildings insured by this item. For the purpose of this clause, the term "Item" shall be held to apply to the total sum insured on buildings and/or contents by the items affected.

ALL OTHER CONTENTS CLAUSE (it IDR 30,000,000.00 each item and IDR 50,000,000.00 in aggregate)

It is noted and agreed that this Policy extends to include:

1. Money and stamps not otherwise specifically insured for an amount not exceeding in the aggregate Rp 10,000,000.- unless stated otherwise in Policy Schedule.
2. Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the insured of the information contained therein and for an amount not exceeding in the aggregate Rp 10,000,000.- unless stated otherwise in Policy Schedule.
3. Computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein for an amount not exceeding in the aggregate Rp 10,000,000.- unless stated otherwise in Policy Schedule.
4. Patterns, moulds, models, plans and designs, for an amount not exceeding in the aggregate Rp 10,000,000.- unless stated otherwise in Policy Schedule.
5. Employees pedal cycles, clothing, tools and other personal effects for an amount not exceeding Rp 500,000 in respect of any one employee unless stated otherwise in Policy Schedule.

REINSTATEMENT OF SUM INSURED CLAUSE (subject to additional premium)

In the event of loss or damage to property and/or interests insured, the Sum Insured will be reduced by the amount of the loss or damage.

After the reinstatement of loss or damage the Insured may request to reinstate the Sum Insured by paying additional premium on pro rata basis for the unexpired period of insurance, however, the Insurer has the right to decline such request.

ALTERATIONS CLAUSE (30 days)

Notwithstanding anything contained in the printed conditions of the Policy to the contrary, it is noted and agreed that this Insurance shall not be prejudiced in the event of any alterations being made to the property insured whereby the risk of damage is increased, provided that notice of such alterations be given to the Insurer within thirty (30) days of the commencement of such alterations and additional premium paid, if required from the date of such alterations.

BRAND AND LABEL CLAUSE

If branded or labeled merchandise covered by this Policy is damaged, and the Insurer elects to take all or any of such merchandise at the agreed or appraised value, the Insured may, at his own expense, stamp "salvage" on the merchandise or its containers or may remove the brands or labels, if such stamp or removal of brand or label will not physically damage the merchandise but the Insured shall at its own cost re-label the merchandise or containers in compliance with all of the requirements of the applicable law.

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CANCELLATION CLAUSE (Thirty) days and 3 (three) days for RSMDCC & 5 days

This insurance may be terminated at any time at the request of the insured in which case the company will retain the customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the company on 30 days notice to that effect being given to The insured in which case the company shall be liable to repay an demand a reteable proportion of the premium for the unexpired term from the date of the cancellation.

CIVIL AUTHORITIES CLAUSE

The insurance is extended to cover direct loss or damage to the described property caused by acts of destruction executed by order of any Public Authority at the time of and only during a conflagration to retard the spread thereof, perils insured under this policy and subject to all other terms and conditions of this Policy. This company shall not be liable, however, for more than the amount for which it would have been liable had the loss been caused by a peril insured against under this contract.

CYBER EXCLUSION CLAUSE - NMA 2915

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distorsion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.
- b) However, in the event that a peril listed below results from any of the matter described in paragraph (a) above, this policy, subject to all its time, conditions and exclusions, will cover physical damage occurring during the Policy period to property Insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any cost of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even of such ELECTRONIC DATA cannot be recreated, gathered or assembled.

COST OF REWRITING RECORDS AND CLAIMS PREPARATIONS CLAUSE (IDR 25,000,000.00)

On costs and expenses necessarily and reasonably incurred by the Insured following loss or damage to the property Insured :

1. to reconstruct and recompile records (but not for the value to the Insured of the information contained therein).
2. to extract and compile information required by the company from the Insured's own records for the purposes of preparing a claim under the policy but excluding legal, investigation and research fees/ expenses incurred for the purpose of contesting any issue over the company's liability under the policy.

Provided always that no amount shall be recoverable under this endorsement if subsequent to the incurrance of any expenses, the company shall deny liability for any claim in respect of which the expenses have been incurred [with or without the consent of the company].

**Attachment to Policy No. : 0401-0109-19-000278
DESIGNATION CLAUSE**

For the purpose of determining, where necessary, the definition of any property insured hereby the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

ERRORS AND OMISSION CLAUSE

The Insured shall not be prejudiced by an unintentional and/ or inadvertent omission, errors, incorrect valuation or incorrect description of the interest, risks or property provided notice is given to the company as soon as practicable upon discovery of such errors or omissions and subject to the Insured paying additional premium arising therefrom.

EXTRA CONTRACTUAL OBLIGATION EXCLUSION CLAUSE

Notwithstanding anything contained in the Policy to the contrary, it is hereby noted and agreed that this policy does not provide cover in respect of extra contractual obligations howsoever arising, such extra contractual obligations being defined as any award made by a court of competent jurisdiction against an insurer, which award is not within the coverage granted by any insurance contract made between the parties in dispute.

Subject otherwise to the terms and conditions of the Policy.

ELECTRONIC DATE RECOGNITION CLAUSE

The Policy is hereby amended as follows:

1. We will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media microchip, operating systems, microprocessor (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - a. Correctly recognize any date as its true calendar date;
 - b. Capture, save, or retain and/ or correctly manipulate, interpret or process any date or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/ or
 - c. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
2. It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
3. It is further understood that we will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by you or for you or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A, above.

Such damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This Endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow,

FIRE BRIGADES CHARGES CLAUSE (Max IDR 50,000,000.00)

It is hereby understood and agreed that the reasonable charges raised by any local authority for the provision of Fire Fighting Appliances called for the purpose of protecting the premises in the event of covered fire shall be recoverable hereunder.

FIRE EXTINGUISHING COST CLAUSE (Max IDR 50,000,000.00)

The insurance by this policy extends to cover loss of or damage to the fire extinguishing appliances caused by the insured perils. This extension is deemed to include the cost reasonably incurred of refilling the fire extinguishing appliances providing always that such cost is incurred as a direct result of the use of the fire extinguishing appliances for the extinguishment of fire endangering the safety of the insured property. The company will not be liable for the first Rp. 100,000,00 for each and every loss in respect of costs of refills.

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Provided always that the liability of the company in respect of such wages and costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

Provided further that otherwise the insurance under this endorsement and the policy shall be subject to all the terms, limitations, stipulations, exclusions, provisos and exceptions printed on, expressed in, endorsed upon or attached to the policy and provided also that all of the conditions of the policy (Except in so far as they may be hereby varied) shall apply as if they had been incorporated herein.

GENERAL INTEREST CLAUSE

Certain of the Property Insured may be the subject of hire purchase lease or other agreements and the interest of the other parties to these arrangements is noted in this insurance, the nature and extend of such interest to be disclosed by the Insured in the event of damage.

IMPACT BY OWN VEHICLES CLAUSE

It is noted and agreed that the cover relating to impact of vehicles shall include vehicles owned or used by the Insured.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE - NMA 1685 (SUDDEN AND ACCIDENTAL)

This Agreement does not cover any liability for :

- 1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for personal injury or loss of or physical damage to or destruction of tangible property, or loss or use of such property damage or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance.
- 2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of insurance.
- 3) Fines, penalties, punitive or exemplary damages.

This clause shall not extend this agreement to cover any liability which would not have been cover under this agreement had this clause not been attached.

INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the situations covered by this Policy being inadvertently not advised to the Insurer, the insurance on such property shall follow removal, the necessary adjustment in Sum Insured and premium being made as from the date of removal as soon as the oversight is discovered. Provided however that the liability of the Insurer shall not exceed the Sum Insured hereunder.

INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE - NMA 2912

Losses arising, directly or indirectly, out of :

1. loss of, alteration of, or damage to, or
2. a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policy holder of the Reinsured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorms, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami flood, freeze or weight of snow .

LOSS NOTIFICATION CLAUSE [14 days]

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this policy. Further, in the event that the insured is aware of such loss but failed to report to the Company as soon as practicable, this clause is nullified.

LOSS OF DAMAGED GOODS CLAUSE

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In case of damage to property bearing brands labels and trademarks the sale of which carries in any way a guarantee of the Insured, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands labels and trade marks which might be taken to indicate that the guarantee of the manufacturer or the Insured attached to said property. However notwithstanding anything to the contrary elsewhere herein, it is understood and agreed that in case of damage to goods insured under this Policy due to a peril insured against, the insured or their representatives are to retain control of all damaged goods. The Insured, however agrees wherever practicable to use recondition or sell such goods, the sale being made after removal of all brands labels or trademarks, with the Insurer being entitled to the proceeds of the sale. Where the use or disposal or sale of damage goods would be in the opinion of the Insured or their representatives detrimental to their interest such damage shall be treated as a constructive total loss and the Insured shall destroy the damaged goods in the presence of a representative of the Insurer and the Insured.

MINOR ALTERATIONS AND REPAIRS CLAUSE

Minor alterations, additions and repairs to building plant fixtures and fittings, and machinery (exclusive of any Sprinkler Installations) and minor works in progress are allowed and the insurance by this Policy shall not be prejudiced by this.

MISDESCRIPTION CLAUSE

It is understood that this insurance shall not be prejudiced by any alteration or misdescription of occupancy provided the Insured shall notify the company immediately they become aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

NOTIFICATION OF CLAIM etc. CLAUSE

On the happening of any damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to the Company and shall with due diligence to and concur in doing and permit to be done all such acts and things as may be necessary or reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Policy shall, not later than 30 days after the expiry of the indemnity period or within such further time as the Company may in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom.

NOMINATED ADJUSTER CLAUSE

In the event of any claim under this policy one of the following adjuster shall be appointed:

PAYMENT ON ACCOUNT CLAUSE (20%)

It is hereby agreed that progress payment on account of any loss recoverable under this policy will be made to the Insured at such stages as may be mutually agrees upon if desired by the Insured and on production of an interim report by the loss adjuster (if appointed) provided that such payment are deducted from the finally agreed claim settlement figures.

PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under of framed in pursuance of any Government Act or Bye-Law of any Municipal or Local Authority provided that:

1. The amount recoverable under this Extension shall not include:
 - a. The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - i) in respect of destruction or damage occurring prior to the granting of this Extension
 - ii) in respect of destruction or damage not insured by the Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - iv) in respect of undamaged property or undamaged portions of property
 - b. The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
 - c. The amount of any rate, tax, duty, development or other charge or assessment, arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased.

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3. If the liability of the Insurer under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Insurer under this Extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
5. All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

PAYMENT OF PREMIUM WARRANTY

1. Notwithstanding the provisions of Article 257 of the Commercial Code (Kitab Undang -Undang Hukum Dagang) and 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, any renewal certificate, endorsement or cover note that any premium due must be paid and actually received in full by the company :
 - a. When the period of insurance is 30 days or more, within thirty (30) days from the inception date of coverage under the policy, renewal certificate, endorsement or cover note.
 - b. 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 and received by the company, as described above in the manner and within the time stipulated above (the "Premium warranty period") the cover under this policy, any renewal certificate, endorsement or cover note shall be deemed to have terminated from the expiry of the premium warranty period and 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 subject to a minimum of 25% annual premium.

PRORATA REFUND PREMIUM CLAUSE (Subject to no claim)

In the event of the rent receivable (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's auditors being less than the sum insured thereon a prorata return of premium not exceeding 30 per cent of the premium paid on such sum insured for such period of insurance will be made in respect of the difference. If any damage shall have occurred, giving rise to a claim under this policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

PROPERTY DAMAGE CLARIFICATION CLAUSE

It is hereby noted and agreed that the property damage covered under this insurance shall mean physical damage to the substance of property, which is not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure.

Consequently, the following are excluded:

1. Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

REMOVAL OF DEBRIS CLAUSE (10% of sum insured)

On first loss basis

The insurance under this heading is not subject to the Average clause.

In consideration of the payment of an additional premium this policy extends to indemnify the insured in respect of -

The cost of removal of debris, demolition and any temporary repairs necessary (including the Insured's legal liability for the cost of removal of debris, demolition and temporary repairs in regard to adjoining premises, roadways or waterways, as well as on the site), consequence upon the destruction of or damage to any property, insured by the Insured's Fire Policy (or Policies) occasioned by fire or any other peril thereby insured against.

Provided always -

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- that such cost is not recoverable under any other Policy of insurance,
- that the indemnity afforded by this insurance shall not apply to or include liability assumed by the insured under agreement entered into after the commencing date of this insurance unless such liability would have attached to the insured in the absence of such agreement.

REINSTATEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the property insured being destroyed or damaged the basis upon which the amount payable under the schedule of the policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions:

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Insurer may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Insurer shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this policy then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
5. This memorandum shall be without force or effect if:
 - a. the insured fails to intimate to the Insurer within 6 months from the date of destruction or damage or such further time as the insurer may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b. the insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

STRUCTURAL ALTERATION CLAUSE

Subject to Article III of the within policy, it is hereby understood that minor structural alteration and extension of the buildings mentioned in this policy as allowed, as are the minor erection of new buildings, installation, reinstallation, replacement of machines, tools, implements, piping or other installations required for the process carried on, parts of installations and objects as well as to move all these within the premises.

In case of removal or demolition of an insured object this insurance will cover the new items substituting the removed or demolished objects up to the original amount insured.

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA3100

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, United Kingdom or United States of America.

TERRORISM EXCLUSION ENDORSEMENT (NMA 2920) CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damaged, cost or expenses 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 or any other sequence to the loss.

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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 groups(s) of persons, whether acting alone or on behalf of or connection with any organisation (s) or government(s), committed for political, religious, ideological or similar purpose 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 of expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act terrorism.

If the Underwrites allege that by reasons 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.

NMA 2920

TRANSMISSION AND DISTRIBUTION LINES EXCLUSION CLAUSE

All transmission and distribution lines, including wire, cables, poles, pylons, standard towers and any equipment of any type of which may be attendant to such installation of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signal and all communication signals whether audio or visual.

This exclusion applies to both above and below ground equipment except that which is within 1,000 metres of the insured's premises or as defined in the Insured's original policy(ies).

This exclusion applies both to physical or damage to the equipment and all business interruption, consequential loss and/or other contingent losses.

ABSOLUTE ASBESTOS EXCLUSION CLAUSE

It is agreed that this policy shall not apply :

- a. To any liability for property damage, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture or, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- b. To any obligation of the Insured to indemnify any party because of damages arising out of such property damage, personal injury, sickness, disease, occupational disease, disability, shock death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- c. To any obligation to defend any sue or claim against the insured alleging personal injury, or property damage and seeking damages, if such suit or claim arises from personal injury or property damage resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

WAIVER OF SUBROGATION CLAUSE (Against Subsidiaries Only)

Any claimant under this policy shall at the request and at the expenses of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessarily or reasonably required by Insurer for the purpose of endorsing any rights and remedies or of things shall be or become necessary or required before or after indemnification by the company.

The rights of subrogation against associated, affiliated and/ or individual connected therewith is hereby waived.

WORKMENS CLAUSE

Workmen are allowed in and about any of the described premises for the purpose of making new erections or alteration, repair, decoration, plant installation, general maintenance and the like without prejudice to the terms and conditions of the Policy