

SURVEYORS PROFESSIONAL LIABILITY POLICY

PART A INSURING AGREEMENTS

COVERAGE

The company will pay on behalf of the insured all sums in excess of the Insured's deductible, which the insured shall become legally obligated to pay as damages and/or loss if such legal liability arises out of the performance of professional services for other in the Insured's capacity as a surveyor and if such legal liability is caused by an error, omission or negligent act of the insured or any person or organization for whom the insured is legally liable.

The company shall have the right and duty to defend any suite or arbitration proceeding against the insured seeking damages and/or loss covered hereunder and to designate the attorney to handle any such suit or proceeding, even if any of the allegations of the suit or arbitration proceeding are groundless, false or fraudulent.

However, the company shall not be obligated to pay any claim, defend any suit or pay any claims expenses after the limit of the company's liability has been exhausted by payment of claims or claims expenses.

The amounts which the company shall pay in settlement or satisfaction of claims and for claims expenses and the amount of the Insured's financial contribution shall be determined under part B of this policy.

EXCLUSIONS

The insurance shall not apply:

1. To claim and claim expenses arising out of :
 - 1.1. the performance of services not customary for a surveyor
 - 1.2. the infringement of a copyright, trade mark or patent
 - 1.3. insolvency or bankruptcy of the insured
 - 1.4. the advising, requiring, or obtaining of, or failure to advise, require, or obtain, any from of insurance, suretyship or bond
 - 1.5. the liability of others assumed by any insured under a contract or agreement, unless specifically endorsed hereon express warranties or guarantees
 - 1.6. personal injury, including bodily injury, sickness, disease or death resulting there from of any employee of any insured while engaged in the employment of any insured ; any obligation for which the insured or any insurer as his carrier may be held liable under any workman's compensation, unemployment compensation or disability benefit law or any similar law
 - 1.7. dishonest, fraudulent, or criminal acts, or omission, or those of a knowingly wrongful nature committed intentionally by, or at the direction of, any insured whether or not insured also intended damage to result
 - 1.8. the ownership, maintenance or use of an aircraft waterborne vessel or craft, automobile or trailer
2. To Claims made against the insured and claim expenses arising there from
 - 2.1. by a business enterprise (or its subrogates or assignees) that is wholly or partly owned operated or managed by the insured or in which the insured is an officer or

director, or

2.2. by an employee, his executor, administrator or next of kin (or his subrogates or assignees) of such business enterprise.

3. The punitive or exemplary damages and/or loss except where such damages and /or loss arise solely out of claims for libel or slander and where payment of such punitive or exemplary damages and /or loss by the company with respect to such claim of libel or slander is not held to be against the public policy.
4. To fines or penalties or the return or withdrawal of professional fees.

DEFINITIONS

1. Claims

The unqualified work " claim " means a demand for money or services, or the filing of suit or institution of arbitration proceeding naming the insured and alleging an error, omission or negligent act

2. Single Claim

Two or more claim arising out of a single error, omission or negligent act, or out of related errors, omissions or negligent acts shall be treated as a single claim.

3. Claim Expenses

Claims expenses means fees charged by an attorney designated by the company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim if incurred by the company an attorney designated by the company or by the insured with the written consent of the company. However, " claim expenses" does not or fees and expenses of independent adjusters.

3. Damages and/or Loss

Damages and/or loss means compensatory damages and/or loss only and does not include punitive or exemplary damages and/or loss (except for libel and slander), fines or penalties or the return or withdrawal of professional fees.

4. Insured

Insured means the named insured and also means any partner, officer, director, stockholder or employee of the named insured while acting within the scope of his duties performed for the named insured.

5. Personal Injury

Personal Injury means:

- 5.1. bodily injury.
- 5.2. false arrest, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution or humiliation
- 5.3. the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy.

PLACE AND TIME OF ERROR, OMISSION OR NEGLIGENT ACT

1. Place

The insurance afforded by this policy applies only to errors, omissions or negligent acts which occur within the territorial limit as specified in the schedule, its territories or possessions, except as otherwise by endorsement.

2. Time

The insurance afforded by this policy applies to errors, omissions or negligent acts which occur on or after the date stated in item 7 of the schedule (the effective date of the first policy issued and continuously renewed by the company) provided that claim there fore is first made against the insured during this policy period, and reported in writing to the company during this policy period or within 60 days after the expiration of this policy period.

PART B

COMPUTATION OF AMOUNTS PAYABLE BY THE COMPANY AND THE INSURED

1. Limit of Liability per Claim

- 1.1. The company's obligation to pay damages and/or loss and claims expenses arising there from as a result of any single claim is in excess of the amount of the deductible stated in item 6 of the schedule and shall not exceed the amount of the limit of liability in effect at the time of the error, omission or negligent act giving rise to the claim, or the amount stated as the limit of liability in item 7 of the schedule herein, whichever limit is less.
- 1.2. Claim arising out of a single error, omission or negligent act, or claims arising out of related error, omission or negligent acts shall be deemed single claim.
- 1.3. Regardless of the time of the errors, omission or negligent acts the deductible amount and scope of coverage (other than the limit of liability - per claim and aggregate) applicable to claim made during this policy period are as provided in this policy.

2. Limit of Liability - Aggregate

The Company's obligation to pay damages and/or loss and claims expenses arising there from as a result of all claims arising from a single error, omission or negligent act, or from related errors, omissions or negligent acts shall not exceed the amount stated in item 7 of the schedule as aggregate limit of liability in the policy period.

3. Claim Expenses

Claim expenses, as well as amounts paid settlement or satisfaction of claim, are subject to and included in the applicable limit of liability.

4. Deductible

The Insured's obligation to pay the deductible amount as result of any single claim payable by the company shall not exceed the amount stated in item 6 of the schedule.

The Company's obligation to pay damages and/or loss resulting from a single claim and to pay claim and to pay claim expenses arising therefrom is in excess of the deductible amount stated in item 6 of the schedule.

The deductible applies to the total amount paid as damages and/or loss and claims

expenses and not separately to either damages and/or loss or claims expenses arising therefrom;

5. Reimbursement of the Company

If the company has paid any amounts in the payment of claims and claim expenses in excess of the applicable limit of liability, or if the company has paid any amounts in payment of claim or claims expenses within the amount of the deductible, the insured jointly and severally shall be liable to the company for any and all such amounts and, upon demand shall pay such amounts to the company.

PART C CONDITIONS

1. The Insured's duty in the event of a claim or suit

- 1.1. The insured shall as practicable after a claim has been made against him but in any event within 60 days after the expiration of this policy period give written notice thereof to the company along with full and complete particulars of the claim.
- 1.2. If suit is brought against the insured, the insured shall immediately forward to the company every demand, complaint, notice, summons, pleading or other process received by him or his representative.
- 1.3. The insured shall not admit any liability, make any payment, assume any obligation, or incur redesign expense, reworking expense, redrafting expense, or other expense related to such claim or suit, except with the prior written consent of the company.
- 1.4. All notices and other papers shall be sent to the company.

2. Assistance and cooperation of the Insured

- 2.1. In order to enable the company to promptly discharge obligation under this policy, the insured agrees to cooperate by reporting to the company any knowledge of an error, omission or negligent act, which might create a claim against him.
- 2.2. If a claim should be made against the insured, he shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suit.

3. Premium

All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans and minimum premium applicable to the insurance afforded herein.

If the amount of the premium basis reported to the company is incorrect the company shall be entitled to a premium refund, as the case may be, based upon the correct amount of the premium basis.

The named insured shall maintain records of such information as is necessary for the premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as company may direct.

4. Examination and Audit

The company may examine and audit the named Insured's books and records at any time during the policy period and extensions there of and within there years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

5. Arbitration

If the insured has the right under any contract for professional services to either reject or demand the arbitration of claim made against the insured, the insured shall exercise such right or refrain from exercising such right in accordance with the instructions of the company.

6. Settlement

The company shall not settle any claim without the consent of the insured. If, however, the insured shall refuse to consent to any settlement recommended by the company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then the company's liability for the claim shall not exceed the amount for which the claim could have been so settled plus claims expenses incurred out to date of such refusal. Such amount are subject to the provisions of part B of the policy.

7. Action against company

No action shall be lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the insured after actual trail, arbitration or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall there after be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as co-defendant in any action against the insured to determine the Insured's liability. Bankruptcy of the insured shall not relieve the company of any of its obligations hereunder.

8. Other Insurance

This policy is in excess of the amount of the applicable deductible of this policy and, additionally, the amount of any other valid and collectible insurance available to the insured.

9. Subrogation

In the even of any payment under this policy, the company shall be subrogated to all the Insured's right a of the recovery thereof against any person or organization, other than an employee of the insured, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure rights. The insured shall do nothing after loss to prejudice such rights.

10. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

11. Changes

Notice to any agent or knowledge possessed by an agent or by any other person shall not effect a waiver or a change in any part of this policy not stop the company from asserting

any right under the terms of this policy; not shall the terms of this policy be waived or changed, except by endorsements issued to from part of this policy, signed by a duly authorized agent of the company.

12. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, be adjudged bankrupt, insolvent or incompetent within the policy period, this policy shall cover the named Insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

13. Cancellation

This policy may be cancelled by the named insured by mailing to the company written notice stating when there after such cancellation shall be effective. This policy may be cancelled by the company by mailing a written notice of cancellation to the named insured at the address shown in this policy stating when not less than forty-five days thereafter, such cancellation shall be effective.

However, if the company cancels the policy because the named insured has failed to pay a premium when due, this policy may be cancelled by the company by mailing a written notice of cancellation to the named insured at the address shown in this policy stating when, not less than ten days there after, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

Delivery of such written notice by the named insured or the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made as soon as practicable after cancellation becomes effective. The company's check or its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the named insured.

14. Declaration

By acceptance of this policy the named insured agrees that the statements in the declaration are his agreement and representations, that this policy is issued in reliance upon the truth of such representation and that this embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, this policy has been signed for and behalf of PT. ASURANSI BANGUN ASKRIDA