

(1)
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 or 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 within reasonable despatch 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.
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 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.

(2)

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 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

- i. 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 despatch 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.
- ii. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damage 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.
- iii. 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 ratable 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.
- iv. 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.
- v. 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.

(3)

SPRINKLER LEAKAGE CLAUSE

It is hereby agreed and declared that the insurance under the Policy shall extend to cover loss or damage to the property insured caused by water accidentally discharged or leaking from the Automatic Sprinkler Installation subject to First Loss sum insured (subject to a maximum of 10% of the total sum insured) and subject to a deductible of Rp. 2,500,000 any one location and further subject to all the usual conditions of the Policy and the following special conditions :

1. The liability of Insurer shall in no case under this endorsement and the Policy exceed the sum insured by each item of the Policy.
2. It is expressly stipulated and made a condition thereof that the insured shall maintain the function of alarm or watchman service insofar as it is under his control or supervision.
3. Further provided that such discharge or leakage of water shall not be occasioned by or happen through:
 - a. Repairs or alterations to the buildings or premises.
 - b. The automatic sprinkler installation being either repaired, removed or extended.
 - c. The order of the Government or of any municipal local or other competent Authority.
 - d. Explosion, the blowing – up of buildings or blasting.
 - e. Defects in construction or condition of which the Insured is aware.
 - f. Condensation or deposits on the Automatic Sprinkler Installation.

Additional premium for this extension is 5%o of the first loss limit.

(4)

TEMPORARY REMOVAL CLAUSE

It is hereby agreed that the property insured by this Policy (other than any stock in trade or merchandise) is covered in respect of the perils hereby insured against, whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or any other premises in the Republic of Indonesia and in transit thereto and therefrom by road, rail or inland waterway.

Provided always that :

1. The amount recoverable under this extension in respect of each Item of this Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed not in respect of any loss occurring elsewhere than at the said premises, 10 per cent of the sum insured by this Policy after deducting there from the value of any building (exclusive of fixtures and fittings), stock in trade or merchandise hereby insured.

2. This extension does not apply to property if and so far as it is otherwise insured.
3. As regards losses occurring elsewhere than at the premises from which the property is temporarily removed this extension does not apply to
 - a. motor vehicles and motor chassis licensed for normal road use,
 - b. property held by the insured in trust, other than machinery and plant.

This clause is subject otherwise to all the terms and conditions of the Policy to which it is attached.

(5)

ARCHITECTS, SURVEYORS AND ENGINEERS EXPENSES

It is hereby noted and agreed as follows

- (a) The insurance of each item on Buildings or Contents includes an amount in respect of Architects' Surveyors' Legal, and Consulting Engineers' Fees not exceeding those provided under the scales of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage and not exceeding 5% of the individual sums insured.
- (b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its destruction or damage but not for preparing any claim, it is being understood that the amount payable under the item shall not exceed in total its sum insured.

(6)

ALL OTHER CONTENTS

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

- a. Money and stamps not otherwise specifically insured for an amount not exceeding in the aggregate Rp 10,000,000.
- b. 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.
- c. 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.
- d. Patterns, moulds, models, plans and designs, for an amount not exceeding in the

aggregate Rp 10,000,000.

- e. Employees pedal cycles, clothing, tools and other personal effects for an amount not exceeding Rp 500,000 in respect of any one employee.

(7) BANKERS CLAUSE

It is noted and agreed that the property insured by this Policy has been mortgaged with bank and that in consequence there of, it has been agreed with the said mortgagee and the Insured, that in case of loss, if any, payable under this Policy any payment up to the amount to which the said mortgagee is entitled for principal, interest accrued and costs shall be made to the said mortgagee without prejudice to the rights the Insured may have on the difference.

This clause to be null and void on receipt of advice from the said mortgagee that they are no longer interested in the property insured under this Policy.

(8) CAPITAL ADDITIONS CLAUSE

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value) in excess of the sums insured for buildings and machinery specified in the Policy for an amount not exceeding 10% of the sums insured thereby or Rp*....., whichever is the less, it is being understood that the Insured undertakes to advise the Insurer each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

COMMENT Underwriters to guarantee reasonable amount.

(9) LEASED PROPERTY CLAUSE

This Policy extends to indemnify any other party having an interest in the property insured by virtue of and in accordance with the terms of mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically insured.

(10) LESSORS INTEREST CLAUSE

It is noted and agreed that (here in after referred to as the Lessors) are the owners of the Property insured under (Item) and that such Property is the subject of a Leasing Agreement made between the lessors on the one part and the insured on the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Lessors as long as they are the owners of the property. It is understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to the Insured as the principal party and not as agent or Trustee for the Lessors and nothing herein shall be considered as constituting the Insured an agent or Trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights, benefits and claims under this Policy, and, further, nothing herein shall be construed as creating any right in the Lessors to sue the Insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

(11)

STOCK DECLARATION CLAUSE

1. In consideration of the premium by this Policy being provisional in that it is calculated on 75% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance:
 - The insured agrees to declare to the Insurer in writing the value of his stocks (other than retail), less any amount insured by Policies other than declaration policies, on the following basis namely the average of the values at risk during the month and to make such declaration within thirty days of the last day of the calendar month, such declaration to be signed by the Insured or by a responsible person authorized to sign on his behalf.
 - If other policies on a declaration basis cover the stocks hereby insured the declaration shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, pro rata to the respective amounts named in the policies.
 - In the event of a declaration not being made within the 30 days mentioned above then the Insured shall be deemed to have declared the sum hereby as the value at risk.
 - On the expiry of each period of insurance the premium shall be calculated at the rate quoted on the average sum insured, namely the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference, if it be less the difference shall be repaid to the Insured but such repayment shall not exceed one third of the provisional premium.
2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.

3. If at the time of any loss, there be any other subsisting insurance of insurance on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of loss over the sum insured by such insurance or insurances, and this Insurer shall not be liable to contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion to the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of a loss it is understood that the sum insured will be maintained at all times during the currency of the Policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stock destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
6. In the event of this Policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Insurer shall be the appropriate short period premium calculated on the average amount insured up to the date of the cancelment, or 50% of the provisional premium whichever is the greater but if the Policy is cancelled by the Insured after a loss has occurred the premium to be retained by the Insurer shall be the pro rata proportion of the premium calculated on the average amount insured on the date of cancelment plus the pro rata proportion if the premium from the date of loss to the expiry of the period of insurance on the amount of the loss paid, or 50% of the provisional premium whichever is the greater.
7. The maximum liability of the Insurer shall not exceed the sum insured hereby and premium shall not be receivable on values insured thereof. The sum insured may, however, be increased by prior agreement with the Insurer in which event the new sum insured and the date from which it is effective will be recorded on the Policy by endorsement.
8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every time, if more than one Sum Insured exist on stocks (other than retail) it shall be separately subject to this condition.
9. It is warranted that every other Policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
10. This insurance is subject in all respect to the printed conditions of the Policy except in so far as they may be varied by these special.

(12)
ALTERATIONS CLAUSE

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 sixty (60) days of the commencement of such alterations and additional premium paid, if required from the date of such alterations.

(13)
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.

(14)
AWNINGS BLINDS SIGNS OR OTHER FITTINGS OF EVERY DESCRIPTION CLAUSE

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered by this Policy provided that the Insurer's liability under this extension shall be on first loss basis, not in the aggregate to exceed Rp 20,000,000

(15)
BRAND AND LABEL CLAUSE

If branded or labelled 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 relabel the merchandise or containers in compliance with all of the requirements of the applicable law.

(16)
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, and subject to all other terms and conditions of this Policy. This Insurer 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 Policy.

(17)
COMPUTER RECORDS CLAUSE

This insurance includes cover for 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.

(18)
COST OF RE-ERECTION CLAUSE

The insurance by this Policy extends to cover the cost of re-erecting, fitting and fixing machinery or plant destroyed or damaged by fire or by any other peril hereby insured against providing always that the liability of the Insurer shall not exceed the sum insured of such machinery or plant under this Policy.

(19)
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.

(20)
EMPLOYEES PERSONAL EFFECTS CLAUSE

The indemnity granted by this Policy extends to include clothing and/or personal effects of the employees of the Insured for an amount not exceeding Rp 500,000 in respect of any one employee and for an amount not exceeding in the aggregate Rp 10,000,000.

(21)
FIRE BRIGADES CHARGES

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 shall be recoverable hereunder.

(22)
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 extent of such interest to be disclosed by the Insured in the event of damage.

(23)
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 adjustments 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.

(24)
LOSS OF DAMAGED GOODS CLAUSE

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 agreed wherever practicable to 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 damaged 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.

COMMENT no salvage. Consider additional premium and/or deductible.

(25)
OUTBUILDINGS CLAUSE

The insurance by each item under buildings is understood to include walls, gates and fence, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron framework and tanks in the said premises and the insurance by each item under contents extends to contents of each outbuilding, provided their values are included in the sum insured.

(26)
SELLING PRICE CLAUSE

It is noted and agreed that in respect of goods sold but not yet delivered for which the Insured is responsible and with regard to which under the written or printed conditions of sale the Sale Contract is cancelled by reason of the loss or damage indemnified by this Policy either wholly or to the extent of the loss or damage, the liability of the Insurer shall be based on the contract price, and for the purpose of average the value of all goods, to which this clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

(27)
SERVICES CLAUSE

The insurance by this Policy relating to machinery and equipment extends to include telephone, gas, water and electric instruments, meters, piping, cabling and the like and accessories thereof including similar property in adjoining yards or roadways or underground all the property of the Insured or of suppliers or others for which the Insured are responsible provided their values are included in the sum insured.

(28)
STORAGE WARRANTY

Warranted that during the currency of this Policy no part of the premises described herein be used for manufacture or deposit or storage of merchandise.

(29)
TENANTS IMPROVEMENTS CLAUSE

The insurance by this Policy extends to include tenants improvements and alteration to Landlord's property insofar as the Insured is responsible therefore.

(30)
VEHICLE LOAD CLAUSE

In the event of the Insured's Property being left loaded in vehicles or freight containers overnight while in, on or about the premises hereby insured the Insurer will indemnify the Insured for the loss of or damage to such Property caused by fire or any other peril insured hereby, providing always that the Insurer's Liability shall not exceed the sum insured of such Property under the Policy.

COMMENT Warrant appropriate security requirement

(31)
WORKMENS CLAUSE

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

(32)
SILENT RISK CLAUSE

Warranted that during the currency of this Policy the said factory be silent and that the machinery be not worked, except for the purpose of keeping it in good order no material being passed through it and that no repairs whatever to machinery be carried on and that no material or goods except spare machinery and/or accessories be stored in the building.

(33)
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.