

# **BURGLARY INSURANCE POLICY NO.**

The Insured named in the Schedule (hereinafter called "the Insured") having paid or agreed to pay the Premium to PT Asuransi Bangun Askrida (hereinafter called "the Company") who will on the basis on information provided by the Insured in connection with a proposal made to the Company indemnify the Insured in respect of the Property and Premises defined in the Schedule of this Policy and subject to the terms conditions limitations and endorsements herein against

- A. Loss of or damage to any of the Property whilst within the Premises
- B. Damage caused to the premise which is the Insured's responsibility to make good caused by Burglary or attempted Burglary during the Period of Insurance or any subsequent Period for which the Insured shall pay and the Company shall agree to accept the Renewal Premium.

## **01. DEFINITION**

For the purpose of this Policy only, Burglary shall mean

- 1.1. The felonious abstraction of the Property from within a building involving entry to or exit from such building by actual force and violence of which there shall be visible marks made upon the building at a place of such entry or exit by tools, explosives, electricity or chemicals, or
- 1.2. The forcible and felonious taking of the property from within the Premises from any person who has the implied or expressed consent of the Insured in having custody of such Property.

## **02. LIMITS OF INDEMNITY**

The liability of the Company in respect of any loss or damage shall not exceed the Sum Insured in respect of each item or the Total Sum Insured in all.

## **03. EXCEPTIONS**

The Company shall not be liable for

- 3.1. Loss of or damage to
  - (a) token or coin operated vending amusement or gaming machines and/or their contents;
  - (b) bills of exchange, bonds, coins, furs, medals, money, securities for money promissory notes, stamps of any kind, works of art;

- (c) business books, deeds, designs, document drawings, manuscripts, models, moulds, patterns and plans;
- (d) computer system records;
- (e) wines, spirits, tobacco, cigars and cigarettes;
- (f) external glazing other than plain sheet glass unless specially mentioned in the Schedule or any Endorsement of this Policy.

3.2. Loss or damage

- (a) due to or consequent upon
  - (i) fire
  - (ii) explosion (other than the use of explosives to facilitate burglary and provided the risk of explosion is not otherwise insured).
- (b) occasioned by or through
  - (i) any person lawfully in or on the Premises or to whom the Insured has entrusted such Property
  - (ii) any member of the Insured's family or household or employee of the Insured.

3.3. Any contingency occasioned by or through or in consequence directly or indirectly of any of the following:

Riots, Strikes, Locked-out Workers, Malicious Acts, Civil Commotions, Insurrection/Popular Rising, Usurped Power, Revolution, Rebellion, Military Power, Invasion, Civil War, War and Hostilities, Subversive Acts, Terrorism, Sabotage or Looting.

In any action, suit or other proceedings, where the Company alleges that loss or damage is directly or indirectly caused by one or more of the excluded perils, the burden of proof that such loss or damage is covered shall be on the Insured.

3.4. Loss or destruction of a damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from Nuclear reactions, including but not limited to nuclear radiation, ionization, fusion, fission or pollution by radioactivity, regardless of whether such processes occur inside or outside the building where the property and/or interest insured is contained.

3.5. Loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offense of cheating.

Cheating is defined "as whoever, by deceiving any person, fraudulently or

dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'".

For the purpose of this insurance, trickery through the use of hypnotism is deemed to be cheating.

- 3.6. Any of the Property stolen from the Premises consequent upon and in connection with assault or violence or threat thereof to the Insured or any member of the Insured's family or household or employee of the Insured.
- 3.7. Loss or damage directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data processing or media, microchip, embedded chip, integrated circuit of similar device, or firmware or any computer software, whether the property of the Insured or not, occurring at any time to:
  - (a) correctly recognize any date as its true calendar date
  - (b) capture save or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - (c) capture save retain or correctly to 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 to process such data on or after any date.
- 3.8. Loss or damage arising whilst the Premises are unoccupied for a period exceeding seven (7) consecutive days.
- 3.9. Loss or damage to any part of the Property while in any yard, garden, outbuilding, or other appurtenances unless specifically included in the Schedule.
- 3.10. Any consequential loss whatsoever.
- 3.11. Property more specifically insured.
- 3.12. Property or interest or goods held in trust and/or on consignment or on commission.

## **04. CONDITIONS**

### **4.1. INTERPRETATION**

This Policy the Schedule and any Endorsement shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear specific meaning wherever it may appear.

### **4.2. REASONABLE PRECAUTIONS**

The Insured shall take all reasonable steps for the safety of the Property including:

- (a) the selection and supervision of employees;
- (b) the securing of all doors, windows, and other means of entrance;
- (d) use and maintenance of all the protections provided.

### **4.3. RECORDS.**

The Insured shall keep up to date proper accounts recording all transactions in connection with the conduct of the Business.

### **4.4. CLAIMS**

Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under the policy, the Insured shall

- (a) Give immediate notice to the Police or equivalent authority and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property.
- (b) Give immediate notice thereof to the Company in writing and within thirty (30) days thereafter or such further time as the Company may allow, deliver to the Company a claim in writing and supply such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty (30) days after the event.

### **4.5. RIGHTS OF THE COMPANY**

- (a) The Company shall be entitled in its own name or that of the Insured to take steps to recover all or part of the Property lost or to secure reimbursement of the cost of any loss or damage and the Insured shall provide the Company with all reasonable assistance and information.
- (b) Upon payment of any claim for loss under this Policy the Property in respect which payment is made shall belong to the Company.
- (c) If there is any other insurance covering the same loss or damage then the Company shall not be liable for more than its rate able proportion of any claim.

(d) In the event of payment of a claim the Sum Insured shall be reduced by the amount paid unless the Company shall agree by acceptance of an additional premium to reinstatement of such Sum Insured.

(e) No Property may be abandoned to the Company.

#### 4.6. FRAUDULENT CLAIMS

If any claim is fraudulent or based on exaggerated or false declaration this Policy shall be void and all benefits for feited.

#### 4.7. RIGHT TO ASSIGN THE POLICY

The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company.

#### 4.8. ALTERATIONS IN THE RISK

Immediate notice shall be given to the Company of any alterations whereby the risk of loss or damage is increased and the Company shall not be liable for any loss or damage resulting wholly or in part from any such alteration unless it shall have expressly agreed to accept responsibility for the altered risk.

#### 4.9. CANCELLATION

The Company may cancel this Policy by giving not less than seven (7) days notice by registered letter to the last known address of the Insured in which event the Company will refund a proportionate part of the premium. The insurance may be cancelled by the Insured at any time by giving not less than seven (7) days notice in writing to the Company in which event the Company will refund the difference between the premium for the current Period of Insurance and the Company's customary short period premium.

#### 4.10. MEMORANDUM ON DISPUTE CLAUSE (C)

In the event of any dispute arising between the Company and the Insured in respect of the implementation and/ or interpretation of this Policy, the dispute shall be settled amicably within sixty (60) days since the dispute arises. The dispute arises since the Insured or the Company has expressed in writing his disagreement on the subject matter of the dispute. If the dispute could not be settled, the Company shall give the option to the Insured to elect either one of the following dispute clauses to settle the dispute and such choice could not be revoked. The Insured must notify his choice to the Company by registered letter, telegrams, telex, facsimile, E-mail or by courier.

#### **Settlement of Dispute (Arbitration) Clause.**

It is hereby noted and agreed that the Insured and the Company shall settle the

dispute through Arbitration Ad Hoc as follows:

1. The Arbitration Ad Hoc consists of three arbitrators. The Insured and the Company each shall appoint an arbitrator within thirty (30) days from the date of receipt of the written notification, then the two arbitrators shall appoint the third arbitrator within fourteen (14) 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 disagreement as to the appointment of arbitrator(s) and or the two arbitrators fail to appoint the third arbitrator, then the Insured and/or the Company could request the Chairman of the court (Ketua Pengadilan Negeri) where the defendant domiciles to appoint the arbitrator(s) and/or the umpire.
3. The arbitrators shall examine the case and make an award within one hundred and eighty (180) days from the date of the formation of the Arbitration Ad Hoc. The period of examination of the case could be extended upon the consent of both parties and if it is deemed necessary by the Arbitration Ad Hoc.
4. The Arbitration award is final, binding and enforceable for both parties, the Insured and the Company. Should the Insured and/or the Company fail to comply with the arbitration award, then at the request of the other party, the award shall be executed under the order of the Chairman of the court (Ketua Pengadilan Negeri) where the defendant domiciles.
5. Matters which are not provided and/ or not sufficiently provided under this clause shall be subject to the provisions of the Act of the Republic of Indonesia Nr. 30 dated August 12, 1999 regarding the Arbitration and Alternative Dispute Resolution.

#### **Settlement of Dispute (Court of Law) Clause**

It is hereby noted and agreed that the Insured and the Company shall settle the dispute through Court of Law where the defendant resides.

#### **4.11.DUE OBSERVANCE AND FULFILLMENT.**

The due observance and fulfillment of the terms and conditions and endorsements of this Policy by the Insured or his legal personal representative in the event of death of the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and the answers in the said proposal and/or other particulars supplied with shall be conditions precedent to any liabilities of the Company to make any payment under this Policy.

#### 4.12. TIME LIMITATION

In no case whatever will the Company be liable for any loss or damage after the expiration of thirty (30) days from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

### **05. Supplementary Conditions**

The insurance by this Policy is subject to the following

#### 5.1. CONDITION OF AVERAGE

Each item of the property is declared to be separately subject to average. If the property covered thereby, shall at the time of any loss or damage 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 rate able share of the loss or damage accordingly.

#### 5.2. AVERAGE CLAUSE (Applicable to "First Loss" policy)

It is hereby declared and agreed that the Insured having declared the total value of the property under this Policy to which the insurance attached at the "First Loss" Sum Insured stated in the Schedule and the premium for this Policy has been calculated accordingly.

It is agreed that if at the time a claim arising under this Policy the total value of such property shall be greater than the amount declared as aforesaid THEN the Company shall only pay such proportion of the loss as the amount declared as aforesaid bears to the total value of the property at the time of any claim arising but in no cases shall the liability of the Company exceed the Sum Insured.

#### 5.3. DEDUCTIBLE CLAUSE

The Company shall not be liable for the first amount stated in the Schedule for each and every claim payable under this Policy after the application of any other Deductible(s) or Excess(s) and Condition of Average.

All claims arising from one occurrence shall be adjusted as one claim. After the adjustment of such claim in accordance with the terms conditions of this Policy, the amount payable under this Policy shall be reduced by the amount of the deductible stated in the Schedule.