

PT. Asuransi Jasa Tania, Tbk.

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BURGLARY INSURANCE POLICY

Whereas the insured described in the Schedule hereto (hereinafter called "the insured") has delivered to **PT. ASURANSI JASA TANIA, Tbk.** (hereinafter called "the Company") a Proposal and Declaration in writing dated as stated in the Schedule (which Proposal and Declaration are to be the basis of and to form part of this contract) for the insurance hereinafter expressed, This Policy Witnessed, in consideration of the Insured having paid to the Company the premium stated in the Schedule, that if at any time during the period of insurance.

- (a) Any of the property described any included in the Schedule shall be lost by Theft consequent on and connected with visible violent forcible entry to the premises described in the Schedule or
- (b) Any damage shall be done to such property or any part thereof or any damage falling to be borne by the Insured shall be done to the said premises caused by Theft consequent on and connected with visible violent forcible entry to such premises the Company agrees to pay to the Insured the amount of or to make good all such loss or damage up to the Total Sum insured stated in the Schedule hereto, but not exceeding in the aggregate the Total Sum Insured in any one period of insurance

Provided that the Insurance this Policy is subject to the terms, exceptions and conditions contained herein and in any endorsements made hereon and that the observance and fulfillment by the Insured of such terms and conditions shall be a condition precedent to any liability of the Company hereunder.

EXCEPTIONS

- 1. Unless otherwise expressly stated in the Policy, this Insurance does not cover:
 - (a)
 - 1. Property hold in trust or on commission.
 - 2. Bullion or unset precious stones.
 - 3. Any curiosity or work of art.
 - 4. Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - 5. Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books.
 - 6. Gold or silver articles, watches, or jewelry.
 - 7. Motor vehicles and accessories.
 - 8. Livestock.
 - (b) Loss or damage whilst the premises are lent, let or sublet.
 - (c) Loss or damage to Plate Glass, which can be insured under a Plate Glass insurance policy.
 - (d) Loss or damage where any of the Insured's family, business staff (whether employed on a salary or on commission, or as a part-time servant), or domestic servants, or any person lawfully on the premises is concerned as principal or accessory.
 - (e) Consequential Loss of any kind whatsoever,
- 2. This insurance does not cover any loss or damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences, namely:
 - (a) Fire or explosion of any kind whatsoever.
 - (b) Earthquake (whether from mining operations or otherwise), volcanic eruption, or other convulsion of nature.
 - (c) Typhoon, hurricane, tornado, cyclone, or other atmospheric disturbance.
 - (d) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (e) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or loot, sack or pillage in connection therewith, or sabotage.
 - (f) Confiscation, nationalization, requisition or willful destruction by any Government, Public, Municipal. Local or Customs, Authority.
 - (g) Atomic nuclear reaction.

Any loss a damage happening during the existence of abnormal conditions (whether physical or otherwise) directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exception any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

CONDITIONS

1. This Policy and the Schedule shall be read together as one Contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. If in the Proposal of Declaration, or any statement made for the renewal of this Insurance or in connection with a claim hereunder, there be any material misdescription of any the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Policy.
3. The Insured shall at all time take all reasonable precautions for the safety of the property hereby insured as regards the selection and supervision of business staff, or servant and securing of doors and windows and other means of entrance to the premises and otherwise.
4. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given the Insured.
5. The Insured shall give notice to the Company of any Insurance of Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
6. Under any of the following circumstances, the Insurance ceases to attach :
 - (a) 1. As to Bullion, unset Precious Stones, Curiosity, Work of Art, Gold and Silver Articles, Jewelry, Watches and other Valuables specifically insured under this Policy. If the within mentioned building containing the property insured become unoccupied and so remain for a period of more than six consecutive days and nights at any time :
 2. As to (i) any household Goods and Personal Effects of every description insured by the Policy.
(ii) The Premises.
If the within mentioned building containing the property insured become unoccupied and so remain for a period of more than thirty consecutive days and nights in any calendar year.
 - (b) 1. As to any property insured other than that described under sub (a) 1 and (a) above, If the within mentioned building containing the property insured become unoccupied and so remain for a period of more than six consecutive days and nights, For as long as the said building be left unoccupied in excess of the period stated above.
 2. As to any property insured which shall be removed to any building of place other than the premises described in the Schedule;
 3. If at any time during the currency of this Policy any change shall occur materially varying any of the facts existing at the date of the proposal or otherwise materially affecting the risk assumed by the Company hereunder.
 4. If the Interest in the property insured pass from the Insured otherwise than by will or Operation of Law;

UNLESS the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified in writing or by endorsement upon the Policy by or on behalf of the Company and has, where required, paid the additional premium.

7. 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 notice to that effect being given to the Insured, In which case the company shall be liable to repay on demand a rate able proportion of the premium for the unexpired term from the date of cancellation. The Insured shall conclusively be deemed to have received notice from the Company as aforesaid if such notice is contained in a letter addressed to the insured it at his last known address, which letter, if sent by post, shall can conclusively be deemed to have been delivered at the time when such letter should have reached the said address in due course of post.
8. On the happening of any loss or damage the Insured shall forthwith notice thereof to the Company, detailing the circumstances of the case, and shall within seven days after the loss or damage shall come to his knowledge, or such further time as the Company may in writing allow in that behalf, and at his own expense deliver to the Company.
 - (a) claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property lost, or damaged, and of the amount of the lost damage there to respectively having regard to their value at the time of the loss or damage, not including profit of any kind, and also of the damage (If any) to the premises.
 - (b) Particulars of all other insurance, if any.

The Insured shall rise at all times and at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books of account, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the circumstances under which the loss or damage occurred, and any matter touching; the liability or the amount of the liability of the Company as may

be reasonably required by or on of the Company and he shall be bound to satisfy the Company by such reasonable evidence as it may require that the loss or, damage claimed for has actually arisen from the causes insured against and that the property in respect of which a claim is made, is not merely mislaid or missing. Unless expressly accepted by the Company, the evidence of the Insured himself, uncorroborated by other material evidence in support of any claim, shall not be sufficient proof to the Company of any loss or damage under this Policy.

9. The insured, upon becoming aware of any loss or damage in respect of which a claim is or may be made, shall immediately report such loss or damage to the nearest Police Station and shall, at his own expense, take all practicable steps to discover the person or persons by whom the property was damaged or stolen or the premises were damaged, and to prosecute him or them and to obtain his or their conviction for the offence or to have him or them prosecuted and his or their conviction for the offence obtained and shall endeavor to trace and recover the property stolen.
10. If the claim be in any respect fraudulent, or if any false declaration, be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy; or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 15th Condition of this Policy) within three months after the Arbitrator of Arbitrators or Umpire shall have made their award all benefit under this Policy shall be forfeited.
11. The Company may at any time instead of paying the amount of the loss or damage replace or make good any of the property lost or damage or the premises damaged, but in so doing shall not be bound to replace or reinstate any of such property or premises exactly and completely; but only to do so substantially as nearly as circumstances permit, and the Company may join with other insurers, if any, in replacing or reinstating the same. Upon payment for or replacing any property lost, the property lost, if recovered, shall belong to the Company, subject to the Insured's right to reclaim it upon repayment to the Company of the amount paid by Company in respect of such property.
12. The Insured and any claimant under this Policy shall, at the expense of the Company, do an concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.
14. If the property hereby insured shall, at the time of any loss or damage, be collectively of greater value the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
15. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators the difference shall be referred to the decision of an Umpire, who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or effect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage, if disputed shall be first obtained.
16. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage, unless the claim is the subject of pending action or arbitration.
17. In all cases where this Policy is or becomes void, or has ceased to be in force, under any of the foregoing Conditions, all moneys paid to the Company in respect thereof will be forfeited except as provided for in the 7th Condition.
18. Every notice and other communication to the Company required by these Conditions must be written or printed.