

**POLICY SCHEDULE
PROPERTY ALL RISKS (PAR) INSURANCE**

POLICY NO.	: 2010102210800003	(RENEWAL)
PREVIOUS POLICY NO.	: F02-01-09-2020-ACU00216-000	
THE INSURED	: PT. SMART GLOVE INDONESIA and/or subsidiary and/or affiliated and/or inter-related companies for their respective rights and interests.	
CORRESPONDENCE ADDRESS	: JL PELITA RAYA KAV 5-7 KIM STAR TANJUNG MORAWA DELI SERDANG - SUMATERA UTARA 20362	

- DETAILS OF THE SUBJECT MATTER INSURED -

PERIOD OF INSURANCE	: commencing from August 12, 2021 to August 12, 2022 both days at 12 o'clock noon, local time at the location of the insured property.
CONSTRUCTION CLASS	: I
RISK OCCUPATION	: Rubber goods factories (excluding foamed rubber)
RISK LOCATION	: JL. PELITA RAYA KAV. 5-7 KIM STAR TANJUNG MORAWA
ZIP CODE	: 20362
THE PROPERTY INSURED	<p>: <u>Section I : Property Damage</u> BUILDING (excluding Foundation) On Building (excluding foundation) including outbuildings, improvements, renovations, signboards, boundary walls, gates & fences, property in the open but within the fenced compound, fire fighting extinguishing system, electrical system, air conditioners, fixtures, fittings and the like.</p> <p>PLANT & MACHINERY On plant, machinery, equipment, tools, utensils, gas piping system, thermal oil system, formers, patterns, furniture, office equipment computers and all other contents, except those more specifically insured.</p> <p>STOCK On stock & materials in trade including raw materials, packaging materials, spare parts, work in progress, finished goods, including those kept in the open but within the fenced compound, stock held in trust or on commission & all other stock related to the Insured's premises.</p> <p><u>Section II : Business Interruption</u> Loss of Gross Profit and Increase in Cost of Working resulting from interruption or interference in the business of the Insured caused by a loss indemnifiable under Section I of the policy.</p>

SUM INSURED	: <u>Section I : Property Damage</u>	
	- Stock	USD 3,416,667.00
	- Plant & Machineries	USD 20,158,303.00
	- Building	USD 6,418,750.00
	<u>Section II : Business Interruption</u>	
	- Business Interruption (Gross Profit)	USD 19,000,000.00

DEDUCTIBLE	<p>DEDUCTIBLES & THE CLAUSES -</p> <p><u>Section I : Property Damage</u></p> <ul style="list-style-type: none"> - Fire, Lightning, Explosion, Impact of Falling Aircraft, Smoke: 5% of Claim or 0.1% of Total Sum Insured of Section I (whichever is higher). - Other Accidental Damages (including Theft / Burglary): IDR 1,000,000.00. - Vehicle Impact : Nil - - Riot, Strike, Malicious Damage : 5% of Claim, Min. IDR 5,000,000.00 - Civil Commotion: 5% of Claim, Min. IDR 5,000,000.00 <p><u>Section II : Business Interruption</u></p> <ul style="list-style-type: none"> - Business Interruption : <ul style="list-style-type: none"> - 14 (fourteen) Days for FLEXAS & RSMDC - 3 (three) Days for Others
CLAUSES	: As per attached
CONDITION	<p>:</p> <ul style="list-style-type: none"> - Basis of Loss Settlement – Reinstatement Value. - First Loss Insurance - All Other Contents Clause (Limit IDR 50,000,000.00 per item and IDR 250,000,000.00 in the aggregate). - Debris Removal Clause (10% of Total Sum Insured). - Capital Addition Clause (10% of Total Sum Insured).

This page is a forming part of Policy No. 2010102210800003

CONDITION :

MAIN EXCLUSION

Section I - Material Damage

1. War, invasion, act foreign enemy hostilities, civil war, mutiny, rebellion, revolution, insurrection or military or usurped of power, terrorism & sabotage.
2. Ionizing, radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
3. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Willful act or willful negligence of the Insured or his representative.
5. Delay, loss of market or other consequential loss.
6. Dishonesty, fraudulent act, etc.
7. Disappearance, unexplained or inventory shortage.
8. Electrical or mechanical breakdown or derangement, joint leakage, failure of weld, collapse or overheating of boiler, economizers.
9. Wear and tear, inherent vice, gradually operating cause.
10. Pollution or contamination.
10. Shrinkage, evaporation loss of weight, etc.
11. Change in temperature or humidity.
12. Rectifying defective materials, faulty workmanship or design.

Section II - Business Interruption

Losses directly or indirectly attributable to :

1. Restrictions imposed by public authority.
2. Insured's lack of sufficient capital to repair/replace property destroyed.
3. Loss of business due to causes such as suspension, lapse or cancellation of a lease license or order etc. when operation has resumed following a loss.

PROPERTY EXCLUDED

1. Property/structure in the course of construction/erection.
2. Property being worked upon and actually arising from the process etc.
3. Property in transit by road, rail, air or water.
4. Licensed road vehicle, railway locomotive and rolling stock, watercraft, aircraft and the like.
5. Jewelry, precious stone, precious metal, bullion, furs, curiosities, rare books, works of art.
6. Standing timber, growing crops, animals, birds, fish.
7. Land (including top soil backfill drainage or culverts), driveways, pavements, roads, runways, railways lines, dams, reservoirs, surface water, underground water, canals, rigs, wells, pipelines, cables, tunnels, bridges, docks, piers, wharves, mining property underground, offshore property.
8. Property in the possession of customers under rental agreement or hire purchase, credit or other suspensive sale agreement.
9. Property covered by Marine Insurance

- THE PREMIUM -

PREMIUM CALCULATION :

- Business Interruption	USD 19,000,000.00 x 0.26032%	USD	49,460.80
- FLEXAS	USD 29,993,720.00 x 0.2603%	USD	78,073.65
- RSMDC (4.1B)	USD 29,993,720.00 x 0.00001%	USD	3.00
- Others	USD 29,993,720.00 x 0.00001%	USD	3.00
TOTAL PREMIUM		USD	127,540.45
Policy Cost		USD	3.45
Stamp Duty		USD	0.69
TOTAL		USD	127,544.59

Copy

This page is a forming part of Policy No. 2010102210800003

CoInsurance Information : Leader : PT ASURANSI CANDI UTAMA (45.00 %)
Member : PT. ASURANSI ADIRA DINAMIKA TBK. (10.00 %)
Member : PT. ASURANSI ETIQA INTERNASIONAL INDONESIA (15.00 %)
Member : PT. ASURANSI UMUM MEGA (10.00 %)
Member : PT. KB INSURANCE INDONESIA (10.00 %)
Member : PT. LIPPO GENERAL INSURANCE TBK. (10.00 %)

NOTE : In witness whereof the Undersigned being duly authorized by the Insurers and on behalf of the Insurers has (have) hereunto set his (their) hand(s).

Jakarta, August 31, 2021
PT ASURANSI CANDI UTAMA



This page is a forming part of Policy No. 2010102210800003

Clauses : Section I :

1. Architects, Surveyors and Consulting Engineers Expenses Clause (10% of Claim).
2. Board Pair and Set Clause
3. Defunct Spare Clause (Limit: USD. 25,000,- in aggregate)
4. Escalation Clause (10% of Sum Insured)
5. Loss Notification Clause (30 days)
6. All Other Content Clause (Limit: IDR 50,000,000.00 per item and IDR 250,000,000.00 in aggregate)
7. Appraisement Clause (10% of Total Sum Insured).
8. Automatic Reinstatement of Sum Insured Clause (subject to Additional Premium)
9. Average Relief Clause (85%)
10. Awnings, Blinds, Signs or Others Outdoor Fittings of Every Description Clause (Limit max IDR 100,000,000.00 in aggregate)
11. Bankers Clause
12. Boiler Explosion Clause (as per PSAKI wording) with Limit IDR 500,000,000.00 in aggregate
13. Brand and Label Clause
14. Burst Pipe Endorsement Clause
15. Cancellation Clause (30 days) - except RSMDC (3 days)
16. Civil Authorities Clause
17. Claim Preparation Fees Clause (10% of Claim)
18. Claim Settlement Clause
19. Coinsurance Clause
20. Computer Record Clause (10% of Claim)
21. Cost of Re-Erection Clause
22. Costs of Rewriting and Claims Preparation Clause (10% of Claim)
23. Currency Clause
24. Customer's Goods Clause
25. Designation Clause
26. Differed premium clause (5x installment within 6 Months) with Grace Period 14 Days per Installment
27. Dispute Clause
28. Duties Clause (with Limit 10% of Claim)
29. Electrical Short Circuit Clause (as per AAUI)
30. Electronic Date Recognition Clause (EDRC B)
31. Errors and Omissions Clause
32. Expediting Expenses Clause (10% of Claim)
33. Fire Brigade Charges Clause (Reasonable Cost)
34. Fire Extinguishing Costs Clause (Reasonable Cost)
35. General Interest Clause
36. Held Cover on New Location Subjects to maximum IDR 10,000,000,000.00 for all location and in aggregate, subject to 30 days notification
37. Impact by Own Vehicles Clause
38. Important Notice (BMAI)
39. Industries, Seepage, Pollution, and Contamination Clause - NMA 1685
40. Information Technology Hazard Clarification Clause - NMA 2912
41. Internal Fire Endorsement
42. Internal Removal Clause
43. Landscaping Clause (Limit IDR 25,000,000.00)
44. Leased Property Clause
45. Loading and Unloading Clause

This page is a forming part of Policy No. 2010102210800003

46. Lock and Keys Clause
47. Loss of Damaged Goods Clause
48. Minor Alterations and Repairs Clause
49. Misdescription Clause
50. Nominated Loss Adjuster Clause
51. Non Invalidation Clause
52. Notification Clause
53. Nuclear Energy Risks Exclusion Clause (1994) - NMA 1975
54. Outbuildings Clause
55. Outside Premises Storage Clause (limit IDR 500,000,000.00)
56. Payment on Account Clause (limit 25% of Claim)
57. Premises Clause
58. Preventive Measure Clause (limit IDR 10,000,000.00 in aggregate)
59. Property Being Processed Clause (10% of Stock Sum Insured)
60. Property Damage Clarification Clause
61. Property Under Construction Clause (max 10% of TSI)
62. Pro-rata Return of Premium Clause (subject to no claim) for whatsoever caused
63. Public Authorities Clause
64. Riots, Strikes, Malicious Damage, and Civil Commotion Endorsement Clause (Code: RSMO 4.1B / 2007)
65. Salvage and Recoveries Clause
66. Sanction Limitation and Exclusion Clause
67. Selling Price Clause
68. Services Clause
69. Single Deductible Clause
70. Smoke and Vehicle Impact Clause
71. Special Self-Combustion Coverage Clause
72. Spoilage Cover Extension Clause
73. Sprinkler Leakage Clause
74. Structural Alteration & Repair Clause
75. Sue and Labor Clause
76. Temporary Removal Clause
77. Tenants Improvements Clause
78. Terrorism and Sabotage Exclusion Clause NMA 2920
79. Thirty (30) Days Cancellation Clause
80. Transmission and Distribution Exclusion Clause
81. Vehicle Load Clause
82. Waiver of Subrogation Clause (against subsidiaries only)
83. War and Civil War Exclusion Clause
84. Workmen's Clause

Section II :

1. Accumulated Stocks Clause
2. Additional Increase in Cost of Working Clause (Limit USD. 100,000 in the aggregate)
3. Alternative Trading Clause
4. Book of Accountants Clause (Limit IDR 10,000,000,000.00 in the aggregate)
5. Denial of Access Clause (within 1 KM and subject to BI time excess)
6. Departmental Clause
7. Electronic Date Recognition Clause (EDRC B)
8. Failure of Public Utilities Clause (max 10% of BI Sum Insured, subject to BI time excess).
9. Industries, Seepage, Pollution, and Contamination Clause - NMA 1685

This page is a forming part of Policy No. 2010102210800003

10. Information Technology Hazard Clarification Clause - NMA 2912
11. Material Damage Proviso Waiver Clause
12. Nuclear Energy Risks Exclusion Clause (1994) - NMA 1975
13. Prevention of Access Clause (10% of Sum Insured BI, subject to BI days time excess)
14. Professional Accountants Clause (Limit IDR 50,000,000.00 in the aggregate)
15. Public Utilities Clause
16. Sanction Limitation and Exclusion Clause
17. Terrorism and Sabotage Exclusion Clause NMA 2920
18. War and Civil War Exclusion Clause

Attaching to and forming part of Policy Schedule No. 2010102210800003

CO-INSURANCE CLAUSE

1. Being a CO-INSURER, the under mentioned insurance companies, they shall, each for themselves and not one for the other, severally and independently have the rights and assume the liabilities in proportion to their respective shares as mentioned below.
2. The PT ASURANSI CANDI UTAMA, shall be the representatives of the CO-INSURER(S), shall attend to all matters connected with this CO-INSURANCE but settlement of claims within the terms and condition of the policy and premium collection are handled by each CO-insurer independently.
3. Any Agreement or decision which may be made between the assured and PT ASURANSI CANDI UTAMA, in connection with this CO-INSURER shall be final and binding upon all CO-INSURER. With the exception that any revision or alteration in rate, terms and conditions of the policy or any increase of liability over and above the initial Sum Insured will be subject to prior agreement of CO-INSURERS.
4. Any notice which may be given by the Insured to PT ASURANSI CANDI UTAMA in writing or otherwise shall be deemed as given to all other CO-INSURER.
5. Names of CO-INSURER(S) and their respective share as follows :

PT ASURANSI CANDI UTAMA	45.00 %	(Leader)
-------------------------	---------	----------



ASURANSI ETIQA INTERNATIONAL INDONESIA	15.00 %	(Member)
--	---------	----------



ASURANSI ADIRA DINAMIKA TBK.	10.00 %	(Member)
------------------------------	---------	----------



ASURANSI UMUM MEGA	10.00 %	(Member)
--------------------	---------	----------



LIPPO GENERAL INSURANCE TBK.	10.00 %	(Member)
------------------------------	---------	----------



PT. KB INSURANCE INDONESIA	10.00 %	(Member)
----------------------------	---------	----------



Attaching to and forming part of Policy No. 2010102210800003

CLAUSES

Section I - Property Damage

ARCHITECTS, SURVEYORS AND CONSULTING ENGINEERS EXPENSES CLAUSE (10% OF CLAIM).

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.

BOARD PAIR AND SET CLAUSE

It is hereby understood and agreed in case of loss destruction or damage to part of a pair or set, The Insurers agree to pay the full amount of pair or set of article(s) provided the Insured agree to surrender remaining article(s) to the Insurers.

DEFUNCT SPARE CLAUSE (LIMIT: USD. 25,000,- IN AGGREGATE)

It is hereby noted and agreed that in the event of spares currently insured hereunder and represented within the total sum insured under the Policy becoming obsolete following an indefinable loss to the unit and/or units to which they belong, such spares shall also be deemed a constructive total loss provided always that such parts cannot be used a spare for any other units within the premises of the Insured. Insurers retain salvage rights over such parts.

Attaching to and forming part of Policy No. 2010102210800003

ESCALATION CLAUSE (10% OF SUM INSURED)

In consideration of the payment of an additional premium amounting to 50% (fifty percent) of the premium produced by applying the specified percentage to the first of the annual premium as appropriate to the item(s) as specified in the schedule, the sum insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increased per annum.

Unless specifically agreed to the contrary the provision of this clause shall only apply to the sum insured in force at the commencement of each period of insurance, and at each renewal date the insured shall notify the insurers of:

1. The sums to be insured under each item, but in the absence of such instructions the sums insured under the items shall be those stated in the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increase which have been granted under this clause during the period of insurance up to that renewal date, and
2. The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy except insofar as they may have hereby been expressly varied shall remain the same.

LOSS NOTIFICATION CLAUSE (30 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 of likely to give rise to a claim under this Policy.

Attaching to and forming part of Policy No. 2010102210800003

**ALL OTHER CONTENT CLAUSE (LIMIT: IDR 50,000,000.00 PER ITEM AND IDR
250,000,000.00 IN AGGREGATE)**

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.
- b. Documents, manuscripts, and business books but only for the value of the materials as stationery, together with the cost of clerical labor 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.
- c. Computer system records but only for the value of the materials together with the cost of clerical labor 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.
- d. Patterns, molds, models, plans, and designs, for an amount not exceeding in the aggregate Rp.
- e. Employees pedal cycles, clothing, tools, and other personal effects for an amount not exceeding Rp. in respect of any one employee.

APPRAISEMENT CLAUSE (10% OF TOTAL SUM INSURED).

If the aggregate claim for any one loss does not exceed (10%) of the sum insured whichever is the lesser amount of the item or items affected no special inventory or appraisal of the undamaged property shall be required. If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the items affected.

**AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE (SUBJECT TO ADDITIONAL
PREMIUM)**

It is hereby agreed that in the event of loss covered by the Policy and in the absence of written notice by the Insured to the contrary, the Insurer agrees to reinstate the amount of insurance reduced by loss, from the commencement of the reinstatement, replacement or repair of the loss, destroyed or damage property until expiry of this insurance subject to:

1. The Insured notifying the Insurer as soon as practicable of such reinstatement.
2. The Insured paying the additional premium calculated at prorate of the appropriate rate from the date of attachment of such reinstatement to the expiry of the insurance.
3. The Insurer's limit liability shall not exceed the sum insured that were in force immediately before the loss.

Attaching to and forming part of Policy No. 2010102210800003

AVERAGE RELIEF CLAUSE (85%)

If at the time of reinstatement the sum representing 85 (Eighty-Five) percent of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE, then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the total cost of reinstatement of the whole of the property at that time and shall bear a rateable proportion of the loss accordingly.

**AWNINGS, BLINDS, SIGNS OR OTHERS OUTDOOR FITTINGS OF EVERY DESCRIPTION
CLAUSE (LIMIT MAX IDR 100,000,000.00 IN AGGREGATE)**

Awnings, blinds, signs or other outdoor fixtures or fitting 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.

BANKERS CLAUSE

It is noted and agreed that the property insured by this policy has been mortgaged by the Bank as follows:

<< BANKERS CLAUSE >>

And that in consequence thereof, it has been agreed with the said mortgagee and the Insured, that in case of loss, if any, payable under this Policy and 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.

Attaching to and forming part of Policy No. 2010102210800003

BOILER EXPLOSION CLAUSE (AS PER PSAKI WORDING) WITH LIMIT IDR 500,000,000.00 IN AGGREGATE

Explosion in this Policy is deemed to mean any sudden release of energy resulting from the expansion of gases or vapour.

The bursting of a container (boiler, pipe etc.) is considered as an explosion if the walls of the container are torn open to such extent that a sudden equilibrium of the pressure inside and outside the container takes place.

If an explosion occurs inside a container in consequence of a chemical reaction, any damage to the container is indemnifiable even if the walls of the container are not torn open.

Loss or damage caused by implosion is not covered by this Policy.

Loss of or damage to combustion engine resulting from the explosion taking place within the combustion chambers or explosion of any part of electrical switches arising from gas pressure is not covered.

If explosion is also covered by more specific policy, the Insurer shall only indemnify the remaining loss from the amount which should be payable under such other policy as if this Policy does not exist.

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.

BURST PIPE ENDORSEMENT CLAUSE

The Insurance under this policy shall extend to include loss or damage to the property insured directly by bursting or overflowing of water tanks apparatus or pipes

Attaching to and forming part of Policy No. 2010102210800003

CANCELLATION CLAUSE (30 DAYS) - EXCEPT RSMDCC (3 DAYS)

It is hereby and declared that the cancellation condition herein is amended as follows:

This Policy may be terminated at any times by either the Insured or the corporation tendering notice in writing to the other party. Such notice may be delivered personally or forwarded by registered Office of the party upon whom notice is being served and shall be effective at the end of (...) consecutive days from the date of receipt of the notice.

In the event of the Insured tendering notice of cancellation the Corporation will retain the customary short period premium for the time the Policy has been in force and in the event of the Corporation tendering notice of cancellation the Corporation will retain the pro-rata premium for the time the Policy has been in force.

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. The 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.

CLAIM PREPARATION FEES CLAUSE (10% OF CLAIM)

This Policy extends to indemnify the Insured in respect of the cost and expenses necessarily and reasonably incurred following loss destruction or damage to the property insured :

* To reconstruct and recompile records (but not for the value to the insured of the information contained therein)

* To extract and compile information required by the Insurers from the Insured's own records for the purpose of contesting any issue over the Insurers liability under this policy

Provided always that no amount shall be recoverable under this policy, if subsequent to the incurrence of any expenses, the Insurer deny the liability for any claim in respect of which expenses have been incurred (with or without the consent of the Insurers).

CLAIM SETTLEMENT CLAUSE

Insurers shall under this section, subject to the terms and conditions of the policy indemnify the insured on the basis of the full cost of repairing, reinstating or replacing loss or damage even though such costs may vary from the original construction costs.

Attaching to and forming part of Policy No. 2010102210800003

COINSURANCE CLAUSE

1. Being a Co-Insurer of the undermentioned insurance companies, they shall, each for themselves and not one for the other, severally, and independently have the rights and assume the liabilities in proportion to their respective shares as mentioned below.
2. PT ASURANSI CANDI UTAMA as the representative of the Co-Insurer shall attend to all matters connected with this Co-Insurance but excluding settlement of claims and premium which shall be handled by each co-insurer independently.
3. Any agreement or decision which may be made between the Insured and PT ASURANSI CANDI UTAMA in connection with this Co-Insurance shall be final and binding upon all Co-Insurers (including the final amount of payable claims for each Co-Insurers).
4. Any notice which may be given by the Insured to PT ASURANSI CANDI UTAMA in writing or otherwise shall be deemed as given to all Co-Insurers as well.
5. Name of Co-Insurers and their respective share:
<< MEMBERS >>

COMPUTER RECORD CLAUSE (10% OF CLAIM)

This insurance includes cover for computer system records but only for the value of the materials together with the cost of clerical labor 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

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 perils 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.

Attaching to and forming part of Policy No. 2010102210800003

COSTS OF REWRITING AND CLAIMS PREPARATION CLAUSE (10% OF CLAIM)

On costs and expenses necessarily and reasonably incurred by the Insured following loss or damage to the Property insured,

- to reconstruct and recompile records (but not for the value to the Insured of the information contained therein)
- to extract and compile information required by the company from the Insured's own records for the purpose 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 incurrence 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).

CURRENCY CLAUSE

It is hereby understood and agreed that in case a claimable loss hereunder, if any, as denominated in currency other than the currency stated in the Policy Schedule, then the conversion rate shall be the middle rate for bank notes published by the Bank Indonesia on the date of agreement between the Insurer and Insured as to the amount of loss.

CUSTOMER'S GOODS CLAUSE

It is hereby declared and agreed notwithstanding anything contained in the within policy to the contrary but subject to its items, limitations and conditions that as regards customer's goods this policy indemnifies the insured against his legal liability for destruction or damage or such property by fire or any other peril hereby insured against.

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.

Attaching to and forming part of Policy No. 2010102210800003

**DIFFERED PREMIUM CLAUSE (5X INSTALLMENT WITHIN 6 MONTHS) WITH GRACE
PERIOD 14 DAYS PER INSTALLMENT**

Notwithstanding that this policy is issued as contract for a period of months, it is hereby understood and agreed that the premium shall be payable in the following installments:

Nevertheless, it is further understood and agreed that:

in the event of any installments not being physically received by the company prior to, or within 14 (Fourteen) calendar days after its due date, the cover afforded by this Policy shall be deemed to have ceased at same time as in the manner stipulated on the policy, as regard the original inception of the cover of such due date as stipulated above under heading due dates, without the company being obliged to give notice of default whatsoever.

The Insurance shall be reinstated at the same time as in the manner stipulated on the policy as regards the original inception of the cover, on next calendar days of the days when the overdue premium shall have been physically received by the company. The insurance shall not be entitled to any refund of premium in consequence of the period of such suspension.

In the event of a claim arising hereunder which exceeds the installment premiums paid on this policy, all the installment of premium then outstanding shall become due and payable forthwith.

Attaching to and forming part of Policy No. 2010102210800003

DISPUTE CLAUSE

In the event of any dispute arising between the insurer 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 select either one of the following dispute clauses as stated below:

A. Indonesian Insurance Mediation Board

It is hereby declared and agreed that the Insured and the Insurer shall settle the dispute through Indonesian Insurance Mediation Board (BMAI) subject to the terms and conditions applied by BMAI.

B. Arbitration

It is hereby declared and agreed that the Insured and the Insurer shall settle the dispute through Arbitration Ad Hoc as follows:

1. The Ad Hoc Arbitration consists of 3 (three) arbitrators. The Insured and 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 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 Indonesia Nr. 30 year 1999 dated August 12, 1999 regarding Arbitration and Alternative Dispute Resolution.

C. Court

It is hereby declared and agreed that the Insured and the Insurer shall settle the dispute through the Court (Pengadilan Negeri) within the territory of the Republic of Indonesia.

Attaching to and forming part of Policy No. 2010102210800003

DUTIES CLAUSE (WITH LIMIT 10% OF CLAIM)
--

The Insurer will also reimburse the Insured for custom and excise duties, freight, insurance and similar charges in respect of the procurement / manufacturing of goods, materials and services for replacement, restoration or re-commissioning

ELECTRICAL SHORT CIRCUIT CLAUSE (AS PER AAU)

"It is hereby expressly understood and agreed that this policy also covers loss or damage caused by fire as a consequence of electrical short circuit"

Attaching to and forming part of Policy No. 2010102210800003

ELECTRONIC DATE RECOGNITION CLAUSE (EDRC B)
--

SECTION I

This insurance does not cover any loss, damage, cost, claim or expense, whether preventive remedial or otherwise, directly or indirectly arising out of relating to :

1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, or
2. any change, alteration, or modification involving the date change to the year 2000 or any other date change including leap year calculations, to any such computer system hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This Clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the Insured's premises arising out of the perils of 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.

SECTION II

Notwithstanding Section I above, this insurance does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not.

SECTION III

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

ERRORS AND OMISSIONS CLAUSE

The Insured shall not be prejudiced by unintentional and/or inadvertent omission, error, or incorrect description of the interest or property provided such notice is given to the Company as soon as practicable upon discovery of such error and omission.

Attaching to and forming part of Policy No. 2010102210800003

EXPEDITING EXPENSES CLAUSE (10% OF CLAIM)

The insurance by this policy is extended to cover any extra cost insured in respect of express delivery airfreight, overtime Sunday and Holiday rates of wages in connection with repairs or replacements indemnifiable by this policy, the liability of the Insurers under this Endorsements shall in no case exceed the percent of the amount which the repair or replacement would have cost if these expenses had not been incurred. Subject otherwise to the terms exceptions, and conditions of this policy.

FIRE BRIGADE CHARGES CLAUSE (REASONABLE COST)

It is hereby understood and agreed that the 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.

FIRE EXTINGUISHING COSTS CLAUSE (REASONABLE COST)

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 reasonable costs of refilling the fire extinguishing appliances providing always that such cost is incurred as a direct result using the fire extinguishing appliances for the extinguishment of fire endangering the safety of the insured property. The insurer will not be liable for the first of each and every loss in respect of the cost of refills.

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.

**HELD COVER ON NEW LOCATION SUBJECTS TO MAXIMUM IDR 10,000,000,000.00 FOR
ALL LOCATION AND IN AGGREGATE, SUBJECT TO 30 DAYS NOTIFICATION**

It is hereby declared and agreed that the company will hold cover any new locations acquired by the insured during the period of insurance subject to not more than (as stated in the schedule) / per location. The Insured shall declared to the company every quarterly and an additional premium shall be charged accordingly.

Attaching to and forming part of Policy No. 2010102210800003

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.

IMPORTANT NOTICE (BMAI)

Anda sebagai Tertanggung berhak untuk mendapatkan ganti rugi atas setiap klaim sesuai dengan ketentuan dan persyaratan yang diatur dalam polis ini.

Apabila kami menolak untuk membayar ganti rugi kepada Anda karena menurut pendapat kami klaim Anda tidak dijamin oleh Polis maka Anda dapat menempuh upaya penyelesaian atau melakukan banding atas penolakan kami tersebut kepada Badan Mediasi Asuransi Indonesia (BMAI) dengan syarat sebagai berikut:

1. Klaim yang Anda ajukan maksimum Rp. 500,000,000.00 (lima ratus juta rupiah).
2. Kami telah menyampaikan penolakan secara tertulis kepada Anda.
3. Pelayanan oleh BMAI tidak dikenakan biaya apapun kepada Anda.
4. Kami akan tunduk kepada keputusan Ajudikasi BMAI, yaitu bila Ajudikasi BMAI menyatakan kami harus membayar ganti rugi kepada Anda, maka kami akan terikat dengan keputusan tersebut.
5. Apabila BMAI memutuskan atau berpendapat bahwa keputusan penolakan klaim yang kami lakukan adalah benar, Anda bebas untuk menerima atau menolak keputusan atau pendapat tersebut.
6. Apabila Anda menolak keputusan BMAI, Anda bebas untuk melakukan upaya hukum selanjutnya sesuai yang diatur dalam Polis untuk memperjuangkan hak-hak Anda.

Anda dapat menghubungi BMAI pada alamat :

Menara Duta Lt. 7
Jl. H.R. Rasuna Said Kav. B-9
Jakarta 12910

Telepon No. : 021 - 527 4145
Fax No. : 021 - 527 4146
Email : info@bmaindo.com

Attaching to and forming part of Policy No. 2010102210800003

INDUSTRIES, SEEPAGE, POLLUTION, AND CONTAMINATION CLAUSE - NMA 1685

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 Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss or use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this 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 this Insurance.
3. Fine, penalties, punitive or exemplary damages.

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

INFORMATION TECHNOLOGY HAZARD CLARIFICATION CLAUSE - NMA 2912

Losses arising, directly, 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, program, 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, lighting, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

INTERNAL FIRE ENDORSEMENT

It is agreed and understood that otherwise subject to the terms, exclusion, provision and conditions contained in the policy or endorsed thereon, and subject to the insured having.

Paid the agreed extra premium, this insurance shall be extended to cover loss or damage due to fire or chemical explosion having originated within

Item(s)

No(s)

As contained in the specification of the policy

Or due to the extinguishing of such fire or to direct lightning.

Attaching to and forming part of Policy No. 2010102210800003

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 Insurer 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 Insurer hereunder.

LANDSCAPING CLAUSE (LIMIT IDR 25,000,000.00)

This Policy is extended to include landscaping, which term shall mean lawns, gardens, ornamental plants shrubs and trees. The Insurer's liability for any one loss or series of losses arising out of any original source or cause at any one situation shall not exceed the Sub-Limit of Liability stated in the Schedule against "Landscaping" if any.

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.

LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that this policy is extended to indemnify the Insured against legal liability in respect of bodily injury and/or damage to property arising out of or in the course loading or unloading operation from stationary vehicle including delivery or collection of the load from or to the vehicle at the Insured's premises.

LOCK AND KEYS CLAUSE

It is hereby agreed that this insurance extends to include the cost of replacing locks and keys and/or combinations if, as a result of theft or any attempt thereat, keys and/or combination are stolen, or if there are any reasonable grounds to believe that they have been duplicated, also the cost of opening locked safes or strongrooms as a result of theft of keys and/or combinations.

Attaching to and forming part of Policy No. 2010102210800003

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 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.

Attaching to and forming part of Policy No. 2010102210800003

NOMINATED LOSS ADJUSTER CLAUSE

It is hereby noted and agreed that in the event of a loss the Loss Adjuster should be appointed and the All Report should be forwarded by the Adjuster to the Broker concern :

- a) PT. Prima Adjusterindo Mandiri
- b) PT. Radita Utama Internusa
- c) PT. Atlas Adjusting Indonesia

And any other adjuster as mutually agreed by the insurer and the Insured.

NON INVALIDATION CLAUSE

It is hereby agreed that this insurance shall not be invalidated by:

- 1. Any change of occupancy or increase of risk-taking place in the property insured without the insured's knowledge, advise the Insurers and pay any additional premium that may be required from the date of such increase of risk.
- 2. Workmen on the premises for the purpose of effecting repairs minor alterations or general maintenance purpose and the like.

NOTIFICATION CLAUSE

It is hereby noted and agreed that the present situation, manner of connection, construction, nature and interior of the buildings and also the trade carried on therein, is known to us.

Attaching to and forming part of Policy No. 2010102210800003

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (1994) - NMA 1975

This Agreement shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of insurance and/or via Pools and/or Associations.

For all purposes of this Agreement Nuclear Energy Risks shall mean all first party and/or third-party insurances (other than Workers' Compensation and/or Employers Liability) in respect of:

- I. All Property on the site of a nuclear power station, nuclear reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II. All Property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for:
 - a. The generation of nuclear energy; or
 - b. The Production, Use or storage of Nuclear Material
- III. Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- IV. The supply of goods and services to any of the sites, described in (i) to (III) above, unless such Insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not Include:

- i. Any Insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (i) to (III) above (including contractors plant and equipment);
- ii. Any Machinery Breakdown or other Engineering Insurance not coming within the scope of (i) above:

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any Insurance whatsoever in respect of:
 - a. Nuclear Material;
 - b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance for the under-noted perils:
 - Fire, Lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association:

In respect any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means;

- i. Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- ii. Radioactive Product or Waste.
 "Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of

Attaching to and forming part of Policy No. 2010102210800003

nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means;

- i. Any Nuclear Reactor,
- ii. Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii. Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without and additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage handling and disposal of Nuclear Material.

OUTBUILDINGS CLAUSE

The insurance by each item under building is understood to include walls, gates and fences, 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 extend to contents of each outbuildings, provided their values are included in the sum insured.

OUTSIDE PREMISES STORAGE CLAUSE (LIMIT IDR 500,000,000.00)

Where the insured enters into a contract for storage of goods and/or merchandise and the terms of the storage contain a disclaimer clause, then the insurance herein shall not be prejudiced by the insured agreeing to such term.

PAYMENT ON ACCOUNT CLAUSE (LIMIT 25% OF CLAIM)

It is hereby declared and 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 agreed 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.

Attaching to and forming part of Policy No. 2010102210800003

PROPERTY UNDER CONSTRUCTION CLAUSE (MAX 10% OF TSI)

This Policy covers the interest of the insured and contractors and/or sub-contractors for whom the insured has agreed to arrange insurance, in all material, equipment, machinery and supplies of any nature to be used in or incidental to the site preparations, erection and/or fabrication and /or testing of the property insured, subject to the terms, conditions, limits and deductibles applicable to this section.

It is understood and agreed that property in the course of construction with a final contract value expected to be less than USD 10,000,000.00 per project shall be covered automatically.

Property in the course of construction with a final contract value expected to exceed USD 10,000,000.00 per project shall be declared at least ninety days in advance with rate, terms and conditions subject to mutual agreement between the insured and the insurer.

PRO-RATA RETURN OF PREMIUM CLAUSE (SUBJECT TO NO CLAIM) FOR WHATSOEVER CAUSED

Notwithstanding anything contained to the contrary, cancellation of any Policy under this Master Policy and/or the cancellation of Master Policy, return premium, if any shall be subject to pro-rata premium calculation basis.

Attaching to and forming part of Policy No. 2010102210800003

PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damage 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 or any government Act or Bye-Laws of any Municipal or Local Authority, provided that:

1. The amount recoverable under this Extension shall not include:
 - a. The costs incurred in complying with any of the aforesaid Regulating 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
 - iv. in respect of undamaged property or undamaged portions of the 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.
 - 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 Regulation 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 12 (twelve) months after the destruction or damage or within such further time as the Company may (during the said 12 (twelve) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulation or Bye-Laws so necessitate) subject to the liability of the company under this extension not being thereby increased.
3. If the liability of the Company 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 Insurance 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 terms and conditions under the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

Attaching to and forming part of Policy No. 2010102210800003

RIOTS, STRIKES, MALICIOUS DAMAGE, AND CIVIL COMMOTION ENDORSEMENT CLAUSE
(CODE: RSMD 4.1B / 2007)

This Endorsement is attached to and forms an integral part of:

Policy Number: as stated in the policy schedule

Insured's Name: as stated in the policy schedule

It is hereby agreed and declared that:

- a. Notwithstanding anything contained in item 1 of the General Exclusion of this Policy and unless otherwise excluded in item 2, EXCLUSIONS of this Endorsement and subject to payment of additional premium, the Insurer agrees to extend this insurance as provided in this Endorsement.
- b. Notwithstanding anything which may be defined in any laws or regulations to the contrary, for the purpose of this Endorsement, all terminology printed in italics shall be deemed to mean as defines in item 4. DEFINITIONS of this Endorsement.

1. EXTENSIONS

This insurance is extended to cover:

- Physical damage to the property and/or interest insured directly caused by one or more of the following perils:
 - 1.1. Riots
 - 1.2. Strikes
 - 1.3. Locked-out Workers
 - 1.4. Malicious Acts
 - 1.5. Civil Commotions
 - 1.6. Preventive Acts related to perils 1.1 up to and including 1.5
- Physical loss of the property and/or interest insured directly caused by:
 - 1.7. Looting occurring during Riots or Civil Commotions provided that any of these perils does not develop in an uninterrupted chain of events into one or more of the excluded perils.

2. EXCLUSIONS

This extension does not cover all physical loss of or damage to the property and or interest insured including loss or damage by fire directly or indirectly caused by or contributed to by or arising from or in consequence of one or more of the following perils:

- 2.1. Insurrection/Popular Rising, Usurped Power, Revolution, Rebellion, Military Power, Invasion, Civil War, War and Hostilities, Subversive Acts, Terrorism, Sabotage or Looting (Except Looting occurring during Riots or during Civil Commotion).
In any action, suit, or other proceedings, where the insurer alleges that loss or damage is directly or indirectly caused by one or more of excluded perils under this section, the burden of proof that such loss or damage is covered shall be on the insured.
- 2.2. Total or partial cessation of works, or retarding or interruption or cessation of any process or operation
- 2.3. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority or body, or unlawful occupation by any person.
- 2.4. Business interruption, or any kind of consequential loss.

3. DEDUCTIBLES

The Insured shall bear the amount shown in the Policy Schedule for each and every occurrence payable under this endorsement.

4. DEFINITIONS

Attaching to and forming part of Policy No. 2010102210800003

Notwithstanding anything which may be defined in any laws or regulations to the contrary, for the purpose of this Policy, all terminology printed in italics shall be defined as follows:

- 4.1. Riots is an act of a group of at least 12 (twelve) persons, who in the execution of their common purpose cause public disturbance tumultuously with violence and damage to the property of other, not amounting to Civil Commotions or not appertaining to the act of Terrorism.
- 4.2. Strikes is a deliberate act n act of a group of at least 12 (twelve) persons, who in the execution of their common purpose cause public disturbance tumultuously with violence and damage to the property of other, not amounting to Civil Commotions or not appertaining to the act of Terrorism.
- 4.3. Locked-out Workers is a deliberate act of damage, by a group of workers of at least 12 (twelve) persons or one half of the entire workforce (if the total number of workforce (if the total number of workforce is less than twenty-four persons), to protest against the termination or suspension of a fellow employee by the employer provided that such act is not appertaining to the act of Terrorism.
- 4.4. Malicious Acts is an act of any person(s) deliberately causing damage to the property of others driven by vengeance, hatred, anger or vandalistic, except such acts done by the employee(s) of the Insured, or any person(s) on behalf of the Insured, or by person(s) entrusted by the Insured to maintain or keep such property, or by thieves/robbers/looters provided that such act is not appertaining to the act of Terrorism.
- 4.5. Preventive Acts is an acts of a lawfully constituted authority in an attempt to prevent or suppress the occurrence of any of Insured perils or to minimize the consequences of any such perils.
- 4.6. Civil Commotion is an act of a large number of people acting together disrupting public peace and disturbance tumultuously with violence and a chain of destruction of a large number of properties, indicated by the cessation of more than one half of the normal activity of commercial/shopping or business areas or schools or public transportation in one city for at least 24 (twenty-four) hours consecutively commencing immediately before, during or after the event provided that such act is not appertaining to the act of Terrorism.
- 4.7. Insurrection/Popular Rising is an uprising of a majority of the people in the capital city of the country, or in three or more capital cities of the provinces within 12 (twelve) days, demanding a change in the government de jure or de facto, or open resistance against the government de jure or de facto, not amounting to a Rebellion.
- 4.8. Usurped Power is a situation where the established order has been overthrown and replaced by some illegal authority which is in a position to lay down rules of conduct and also ensure that the rules are obeyed.
- 4.9. Revolution is an uprising of the people with force to make a radical change to the current public administration system of the country or to overthrow the established government de jure

SALVAGE AND RECOVERIES CLAUSE

All salvages, recoveries and payment recovered or received subsequent to a loss settlement under this Policy shall be applied in proportion to the losses of the parties as if covered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.

Attaching to and forming part of Policy No. 2010102210800003

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)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 (re)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.

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 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.

SERVICES CLAUSE

The Insurance by this Policy relating to machinery and equipment extends to include telephone, gas, water and electric instruments, meter, 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.

SINGLE DEDUCTIBLE CLAUSE

It is hereby noted and agreed that if there is any other Policy covering any items of the Insured at the location stated in this Policy, then for the purpose of applying deductibles, the Policies shall be considered to be running in conjunction with each other and that only one single deductible shall be applied in the aggregate where more than one Policy are involved at the location.

Attaching to and forming part of Policy No. 2010102210800003

SMOKE AND VEHICLE IMPACT CLAUSE

It is hereby declared and agreed that by deleting the word "Vehicle Impact" in CHAPTER II EXCEPTIONS Item 1.2.2 of this policy, the insurance hereunder is extended to cover:

4.11.1. VEHICLE IMPACT, which for the purpose of this Endorsement shall mean:

Damage to the property insured directly resulting from actual physical contact of a vehicle with the property insured hereunder or with the building containing such property. Provided that the insurer shall not be liable for any damage caused:

- i. by any vehicle owned or operated by the insured or by any tenant of the insured premises.
- ii. to fences, driveways, walkways or lawns;
- iii. to any other vehicle including its contents, other than stock of vehicles in process of manufacture or for sale.

For the purpose of this Endorsement, "vehicle" shall mean any vehicle running on land or tracks but not aircraft. It is further agreed that for each and every loss recoverable hereunder, the Insured shall bear Rp. 1,000,000.00 (One Million Rupiah).

4.11.2. INDUSTRIAL SMOKE, which for the purpose of this Endorsement shall mean:

Loss or damage to the property insured resulting from smoke due to a sudden, unusual and faulty operation of any heating or cooking units connected to a chimney by a smoke pipe or by a vent pipe, and which is in or the insured premises, excluding however, smoke from fireplaces or industrial apparatus.

SPECIAL SELF-COMBUSTION COVERAGE CLAUSE

Subject to the Warranty underneath, it is hereby expressly understood and agreed that in consideration of the payment of an additional premium as arranged, this policy also covers loss or damage to the whole or any part of the property insured under item ... of the Schedule of the policy caused by self-combustion or self heating.

Warranted that the goods hereby insured shall be professionally stored.

SPOILAGE COVER EXTENSION CLAUSE

It is hereby noted and agreed that in the event of a recoverable loss under this policy, the liability shall extend to include any loss or damage to stock in process subject to the terms and conditions of the policy.

Attaching to and forming part of Policy No. 2010102210800003

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 functioning 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 deposit on the Automatic Sprinkler Installation .

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

STRUCTURAL ALTERATION & REPAIR CLAUSE

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

SUE AND LABOR CLAUSE

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the assured, his or their factors, servant and assigns to sue, labor and travel for in and about the defense safeguard and recovery of the said goods and merchandise, or any part thereof without prejudice to his insurance, nor shall the acts of the assured or assurers. In covering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment; to the charges whereof the said assurers will contribute according to the rate and quantity of the sum herein insured.

Attaching to and forming part of Policy No. 2010102210800003

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 Memorandum in respect of the property so removed shall 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 nor in respect of any loss occurring elsewhere than at the said premises, 10% of the sum insured by this Policy after deducting therefrom 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 so it is otherwise insured.
3. As regards, losses occurring elsewhere than at the premises from which the property has temporarily removed this extension does not apply to:
 - a. Motor Vehicle 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.

TENANTS IMPROVEMENTS CLAUSE

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

TERRORISM AND SABOTAGE EXCLUSION CLAUSE NMA 2920

Notwithstanding any provision to the contrary within the 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 or 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 threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes 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 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 underwriter allege that 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.

Attaching to and forming part of Policy No. 2010102210800003

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

WORKMEN'S CLAUSE

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

Section II - Business Interruption

ACCUMULATED STOCKS CLAUSE

In adjusting any loss, accounting shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stock in process and finished goods of the Insured.

ADDITIONAL INCREASE IN COST OF WORKING CLAUSE (LIMIT USD. 100,000 IN THE AGGREGATE)

This Policy is extended to cover the additional expenditure (not otherwise recoverable hereunder) reasonably incurred during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing reduction in Gross Profit and/or other operating income and/or resuming and/or maintaining normal Business operations and/or services and/or minimizing the period of interruption of or interference with the Business.

Such costs would include but not be limited to sums incurred by the Insured in discharge of demurrage and/or dead freight and/or time charter charges including any deviation expenses.

Attaching to and forming part of Policy No. 2010102210800003

ALTERNATIVE TRADING CLAUSE

If during the Indemnity Period services shall be rendered or goods shall be sold elsewhere that at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

BOOK OF ACCOUNTANTS CLAUSE (LIMIT IDR 10,000,000,000.00 IN THE AGGREGATE)

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer (s) for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's auditors and their certified shall be prima facie evidence of the particulars and details to which such certificates relates.

DENIAL OF ACCESS CLAUSE (WITHIN 1 KM AND SUBJECT TO BI TIME EXCESS)

It is hereby declared and agreed that subject to the terms and conditions of this Policy covers loss as insured by this policy resulting from interruption of or interference with the business in consequence of damage (as within defined) to property in the immediate vicinity of the premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the insured therein shall be damages or not, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

DEPARTMENTAL CLAUSE

If the business be conducted in by individual companies/division or departments the independent trading results of which are ascertainable, it is agreed that the provision hereof may at the option of insured apply separately to each such companies/division or department affected by the loss, destruction or damage.

With regard to agreements between individual companies relating to the lease or rental of property, each individual company insured hereunder shall be deemed to be separately insured.

Attaching to and forming part of Policy No. 2010102210800003

ELECTRONIC DATE RECOGNITION CLAUSE (EDRC B)

SECTION I

This insurance does not cover any loss, damage, cost, claim or expense, whether preventive remedial or otherwise, directly or indirectly arising out of relating to :

1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, or
2. any change, alteration, or modification involving the date change to the year 2000 or any other date change including leap year calculations, to any such computer system hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This Clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of 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.

SECTION II

Notwithstanding Section I above, this insurance does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

SECTION III

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

FAILURE OF PUBLIC UTILITIES CLAUSE (MAX 10% OF BI SUM INSURED, SUBJECT TO BI TIME EXCESS).

It is hereby agreed and declared that the Insurance by this policy is extended to cover loss as insured hereinafter directly resulting from interruption of or interference with the Business carried on by the Insured at the premises in consequences of :

Damage to property at any generating station or sub-station of the public electricity supply undertaking, land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith, waterworks or pumping station of the public water supply undertaking from which the insured obtains electricity, gas or water.

Attaching to and forming part of Policy No. 2010102210800003

INDUSTRIES, SEEPAGE, POLLUTION, AND CONTAMINATION CLAUSE - NMA 1685

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 Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss or use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this 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 this Insurance.
3. Fine, penalties, punitive or exemplary damages.

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

INFORMATION TECHNOLOGY HAZARD CLARIFICATION CLAUSE - NMA 2912

Losses arising, directly, 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, program, 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, lighting, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

MATERIAL DAMAGE PROVISIO WAIVER CLAUSE

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of damage that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the premises against such damage, if no such payment shall have been made nor liability admitted solely owing to the operating of a provision in such insurance excluding liability for losses of a specified amount (below deductible).

Attaching to and forming part of Policy No. 2010102210800003

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (1994) - NMA 1975

This Agreement shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of insurance and/or via Pools and/or Associations.

For all purposes of this Agreement Nuclear Energy Risks shall mean all first party and/or third-party insurances (other than Workers' Compensation and/or Employers Liability) in respect of:

- I. All Property on the site of a nuclear power station, nuclear reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II. All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:
 - a. The generation of nuclear energy; or
 - b. The Production, Use or storage of Nuclear Material
- III. Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- IV. The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:

- i. Any Insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors plant and equipment);
- ii. Any Machinery Breakdown or other Engineering Insurance not coming within the scope of (i) above;

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any Insurance whatsoever in respect of:
 - a. Nuclear Material;
 - b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance for the under-noted perils:
 - Fire, Lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association;

In respect any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means;

- i. Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- ii. Radioactive Product or Waste.
"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of

Attaching to and forming part of Policy No. 2010102210800003

nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means;

- i. Any Nuclear Reactor;
- ii. Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii. Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without and additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage handling and disposal of Nuclear Material.

PREVENTION OF ACCESS CLAUSE (10% OF SUM INSURED BI, SUBJECT TO BI DAYS TIME EXCESS)

It is hereby agreed that in consideration of the *payment of an additional premium*, if any property in the vicinity of the premises shall suffer destruction or damage by any peril hereby insured against which shall prevent or hinder the use of or access to the Insured's premises whether the premises or property of the Insured therein shall be damaged or not, the indemnity covered by this Policy shall apply as if the destruction or damage had occurred to the premises or to the property of the Insured therein.

PROFESSIONAL ACCOUNTANTS CLAUSE (LIMIT IDR 50,000,000.00 IN THE AGGREGATE)

It is hereby agreed that any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under the condition of this policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the insured the reasonable charges payable by the insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of condition of this policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the policy shall in no case exceed the total sum insured by the policy.

Attaching to and forming part of Policy No. 2010102210800003

PUBLIC UTILITIES CLAUSE

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of the Policy loss as insured by this Policy resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at any electricity station or substation, gas works or water works of the public supply undertaking from which the Insured obtains electric current, gas or water shall be deemed to be loss resulting from damage to property used by the insured at the Premises.

Provided always that the Insurer shall not be liable for any loss insured by this clause unless the failure of supply of electricity, gas or water exceeds a period of days and the liability of the Insurers under this clause shall not apply to such period in excess of days.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)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 (re)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 AND SABOTAGE EXCLUSION CLAUSE NMA 2920

Notwithstanding any provision to the contrary within the 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 or 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 threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes 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 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 underwriter allege that 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.

Attaching to and forming part of Policy No. 2010102210800003

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

Attaching to and forming part of Policy No. 2010102210800003

EXCLUSIONS

MAIN EXCLUSION

Section I - Material Damage

1. War, invasion, act foreign enemy hostilities, civil war, mutiny, rebellion, revolution, insurrection or military or usurped of power, terrorism & sabotage.
2. Ionizing, radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
3. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Willful act or willful negligence of the Insured or his representative.
5. Delay, loss of market or other consequential loss.
6. Dishonesty, fraudulent act, etc.
7. Disappearance, unexplained or inventory shortage.
8. Electrical or mechanical breakdown or derangement, joint leakage, failure of weld, collapse or overheating of boiler, economizers.
9. Wear and tear, inherent vice, gradually operating cause.
10. Pollution or contamination.
11. Shrinkage, evaporation loss of weight, etc.
12. Change in temperature or humidity.
13. Rectifying defective materials, faulty workmanship or design.

Section II - Business Interruption

Losses directly or indirectly attributable to :

1. Restrictions imposed by public authority.
2. Insured's lack of sufficient capital to repair/replace property destroyed.
3. Loss of business due to causes such as suspension, lapse or cancellation of a lease license or order etc. when operation has resumed following a loss.

PROPERTY EXCLUDED

1. Property/structure in the course of construction/erection.
2. Property being worked upon and actually arising from the process etc.
3. Property in transit by road, rail, air or water.
4. Licensed road vehicle, railway locomotive and rolling stock, watercraft, aircraft and the like.
5. Jewelry, precious stone, precious metal, bullion, furs, curiosities, rare books, works of art.
6. Standing timber, growing crops, animals, birds, fish.
7. Land (including top soil backfill drainage or culverts), driveways, pavements, roads, runways, railways lines, dams, reservoirs, surface water, underground water, canals, rigs, wells, pipelines, cables, tunnels, bridges, docks, piers, wharves, mining property underground, offshore property.
8. Property in the possession of customers under rental agreement or hire purchase, credit or other suspensive sale agreement.
9. Property covered by Marine Insurance

**PROPERTY ALL RISKS POLICY
NO.**

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

PT. ASURANSI CANDI UTAMA

(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:

1. 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

- 2.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear

**POLIS SEMUA RISIKO PROPERTI
NO.**

Bahwa Tertanggung yang disebut dalam Ikhtisar ini telah mengajukan kepada:

PT. ASURANSI CANDI UTAMA

(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 diendos 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:

1. perang, invasi, tindakan musuh asing, pemusuhan 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 apapun dengan tujuan untuk membuat publik atau bagian dari publik dalam ketakutan

- 2.1 radiasi ionisasi atau kontaminasi oleh radioaktivitas dari bahan bakar nuklir atau limbah nuklir dari pembakaran bahan bakar nuklir
- 2.2 bahan peledak beracun radioaktif atau barang berbahaya lain dari bahan peledak nuklir rakitan

assembly or nuclear component thereof

atau komponen nuklirnya

3. wilful act or wilful negligence of the Insured or of his representatives

3. tindakan sengaja atau kelalaian sengaja Tertanggung atau wakilnya

4. total or partial cessation of work

4. penghentian pekerjaan total atau parsial

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.

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.

GENERAL CONDITION APPLYING TO ALL SECTIONS

KONDISI UMUM BERLAKU UNTUK SEMUA BAGIAN

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.

1. Definisi

Ikhtisar Bagian dan Endorsemen 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 Endorsemen dan Kuesioner.

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

2. Policy Voidable

This policy shall be voidable in the event of misdescription, misrepresentation or non-disclosure in any material particular.

2. Polis Dapat Tidak Berlaku

Polis ini dapat menjadi tidak berlaku dalam hal salah deskripsi, salah penyajian atau tidak diungkapkannya setiap keterangan materiil.

3. Alteration

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

3.1.1. by removal or

3.1.2. whereby the risk of loss destruction or damage is increased or

3.1.3. whereby the interest of the Insured ceases except by will or operation of law

unless admitted by the Insurer in writing.

3.2. Section II of this policy shall be avoided if after the commencement of this insurance

3.2.1. the Business be wound up or carried on by a liquidator or receiver or

3. Perubahan

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

3.1.1 karena pemindahan atau

3.1.2 dimana risiko kerugian kehancuran atau kerusakan meningkat atau

3.1.3 dimana kepentingan Tertanggung berakhir kecuali karena kehendak atau pelaksanaan hukum

kecuali diakui oleh Penanggung secara tertulis.

3.2 Bagian II Polis ini menjadi tidak berlaku jika setelah berlakunya asuransi ini

3.2.1 Usaha ditutup atau dijalankan oleh likuidator atau kurator atau dihentikan

permanently discontinued or
 3.2.2. the interest of the Insured ceases other than by death or
 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.

4. **Warranties**

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.

5. **Reasonable Precautions**

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.

6. **Right of Inspection**

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.

7. **Claims Procedure**

- 7.1. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall:
- 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

secara permanen atau
 3.2.2 kepentingan Tertanggung berakhir selain karena kematian atau
 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 diakui oleh Penanggung secara tertulis.

4. **Janji**

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.

5. **Pencegahan Yang Wajar**

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.

6. **Hak Inspeksi**

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.

7. **Prosedur Klaim**

- 7.1 Dalam hal suatu kejadian yang dapat menimbulkan klaim berdasarkan Polis ini, Tertanggung harus:
- 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

make them available for inspection by a representative or surveyor of the Insurers

- 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.

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.

7.2 The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

7.3 No claim shall be payable under this policy unless the terms of this Condition have been complied with.

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.

8. Indemnification

8.1 The Insurers shall indemnify adjusted losses within 30 (thirty) days after receipt of loss adjuster's final report or equivalent proof of loss

8.2 Liability having been admitted,

dan membuatnya tersedia untuk diinspeksi oleh wakil atau surveyor Penanggung

- 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.

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.

7.2 Tertanggung tidak berhak mengabaikan harta benda kepada Penanggung baik yang diambil-alih oleh Penanggung atau tidak.

7.3 Tidak ada klaim yang dapat dibayar berdasarkan polis ini kecuali syarat-syarat dari Kondisi ini telah dipenuhi.

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.

8. Pemberian Ganti Rugi

8.1 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

8.2 Tanggung jawab telah diakui, pembayaran

payments on account not exceeding the minimum amount justified by the prevailing circumstances shall be effected

pendahuluan yang tidak melebihi jumlah minimal sesuai dengan situasi yang ada dapat diberikan

- 8.3 The Insurers shall be entitled to withhold indemnification:
- 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.

- 8.3 Penanggung berhak menahan pemberian ganti rugi:
- 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.

9. **Interest Payments**

The Insurers shall not be liable to pay interest other than interest for default.

9. **Pembayaran Bunga**

Penanggung tidak bertanggung jawab membayar bunga selain bunga karena gagal bayar.

10. **Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties; if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

10. **Arbitrase**

Jika suatu perbedaan timbul mengenai jumlah yang harus dibayar berdasarkan Polis ini (sebaliknya tanggung jawab telah diakui), perbedaan tersebut akan dirujuk pada keputusan seorang Arbiter yang ditunjuk secara tertulis oleh para pihak, jika mereka tidak dapat setuju atas Arbiter tunggal, pada keputusan dua Arbiter, satu ditunjuk secara tertulis oleh masing-masing pihak, dalam satu bulan kalender setelah diminta secara tertulis untuk melakukannya baik para pihak, atau, dalam hal para Arbiter tidak setuju, seorang Wasit yang ditunjuk secara tertulis oleh para Arbiter sebelum masuk ke perujukan. Wasit duduk bersama dengan para Arbiter dan memimpin rapat mereka. Keputusan yang dibuat menjadi suatu kondisi preseden terhadap segala hak untuk bertindak terhadap Penanggung.

11. **Subrogation**

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 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

11. **Subrogasi**

Tertanggung atas biaya Penanggung melakukan dan setuju melakukan dan mengijinkan dilakukannya semua tindakan dan hal-hal yang mungkin diperlukan atau diminta oleh Penanggung demi 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

indemnification by the Insurers.

12. Other Insurance

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.

13. Period of Insurance

The period of insurance is one year. Inception and expiry shall both be 12 o'clock noon at the dates entered in the Schedule. The insurance is automatically renewed for a year, unless Insurer or Insured request in writing the termination at the expiry date, giving 30 days notice.

14. Average

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.

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.

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:

- 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
- 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

12. Asuransi Lain

atau menjadi perlu atau diminta sebelum atau setelah pemberian ganti rugi Tertanggung oleh Penanggung.

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.

13. Jangka Waktu Asuransi

Jangka waktu asuransi adalah satu tahun. Mulai dan berakhirnya adalah pada pukul 12 siang pada kedua tanggal yang tercantum dalam Ikhtisar. Asuransi ini secara otomatis diperpanjang untuk satu tahun, kecuali Penanggung atau Tertanggung meminta secara tertulis pengakhiran pada tanggal berakhirnya, dengan menyampaikan pemberitahuan dalam waktu 30 hari.

14. Pro-rata

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.

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.

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:

- 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
- b) sehubungan dengan Kenaikan Biaya Kerja: pengeluaran tambahan yang perlu dan wajar yang timbul semata-mata untuk menghindari atau mengurangi Penurunan Hasil Penjualan

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

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

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.

15. Deductibles

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 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.

16. Sum(s) Insured

The sum(s) insured shall not be reduced by any indemnity payments.

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

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

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.

15. Risiko Sendiri

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.

16. Harga Pertanggungan

Harga pertanggungan tidak akan berkurang dengan suatu pembayaran ganti rugi.

Section I Material Damage

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

Bagian I Kerusakan Material

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

limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

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.

Special Exclusions to Section I

1. The Insurers shall not be liable for loss destruction of or damage to:

- 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.

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 :

- 2.1 delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever

Pengecualian Khusus untuk Bagian I

1. Penanggung tidak bertanggung jawab atas kerugian kehancuran pada atau kerusakan atas:

- 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 pelanggan 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.

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:

- 2.1 keterlambatan, kehilangan pasar atau kerugian atau kerusakan lanjutan atau tidak langsung lainnya apapun jenis atau deskripsinya

- 2.2 dishonesty, fraudulent act, trick, device or other false pretence
- 2.3 disappearance, unexplained or inventory shortage
- 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
- 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.
- 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
- 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
- 2.8 shrinkage, evaporation, loss of weight, change in flavour, colour, texture or finish, action of light
- 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
- 2.10 exposure to weather conditions where property is left in the open or not contained in fully enclosed buildings.
- 2.2 ketidakjujuran, tindakan curang, tipu daya, muslihat atau kepalsuan lainnya
- 2.3 lenyap, kekurangan yang tidak dapat dijelaskan atau berkurangnya barang inventaris
- 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
- 2.5 semua penyebab yang berlangsung 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.
- 2.6 polusi atau kontaminasi, kecuali disebabkan oleh kebakaran, petir, ledakan, pesawat udara atau peralatan terbang lainnya atau barang yang terjatuh 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
- 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
- 2.8 penciptaan, penguapan, kehilangan berat, perubahan rasa, warna, tekstur atau lapisan penutup, pengaruh cahaya
- 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
- 2.10 paparan terhadap kondisi cuaca di mana harta benda dibiarkan di tempat terbuka atau tidak ditempatkan dalam bangunan yang tertutup seluruhnya.

- | | |
|--|---|
| <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>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> |
|--|---|

Special Conditions to Section I

1. Sums Insured:

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.

2. Basis of Loss Settlement:

In the event of any loss destruction or damage the 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:

2.1 Reinstatement or replacement shall mean:

- (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
- (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.

2.2 Special Provisions:

- (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

Kondisi Khusus untuk Bagian I

1. Harga Pertanggungan:

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.

2. Dasar Penyelesaian Kerugian:

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:

2.1 Pemulihan atau penggantian berarti:

- (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
- (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.

2.2 Ketentuan Khusus:

- (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

would have been payable under the policy if this special provisions had not been incorporated herein shall be made

- (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
- (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 of 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
- (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.

3. First Loss Insurance

3.1 The items mentioned hereinafter are covered on a First Loss Basis, subject to amounts per item entered in the Schedule:

- 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

berdasarkan polis ini jika seandainya ketentuan khusus ini tidak dibuat menjadi kesatuan daripadanya

- (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
- (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.
- (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.

3. Asuransi Kerugian Pertama

3.1 Butir-butir yang disebut berikut ini dijamin atas dasar Kerugian Pertama, dengan ketentuan jumlah tiap butir yang tercantum dalam Ikhtisar:

- 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

Insured.

- Patterns, Models, Moulds, Plans and Designs: an amount not exceeding the cost of the labour and materials expended in reinstatement.

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

dalamnya bagi Tertanggung.

- Pola, Model, Cetakan, Rencana dan Desain: suatu jumlah yang tidak melebihi biaya tenaga kerja dan material yang dikeluarkan 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.

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

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

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 license 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 Standard Turnover in consequence of the loss destruction or damage
- (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

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

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.

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 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
- (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

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

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.

Definitions:

1. Gross Profit
The amount by which:
 - 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.

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.

2. Uninsured Working Expenses
The variable expenses of the business which are not insured by this policy:
 - 2.1 turnover and purchases taxes
 - 2.2 purchases (less discount received)
 - 2.3 carriage , packing and freight

3. Turnover
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.

4. Indemnity Period
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.

5. Rate of Gross Profit:
The Rate of Gross Profit earned on the turnover during the financial year immediately before the date of loss destruction or damage

Annual Turnover:

The Turnover during the twelve months immediately before the date of loss destruction or damage

Standard Turnover:

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

Definisi:

1. Laba Kotor
Suatu jumlah dimana:
 - 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.

Catatan: Nilai stok awal dan akhir dan sedang dalam pengerjaan akan dihitung sesuai dengan metode akuntansi yang normal dari Tertanggung, dengan memperhitungkan depresiasi.

2. Biaya Kerja Yang Tidak Diasuransikan
Biaya variabel dari kegiatan usaha yang tidak diasuransikan pada polis ini:
 - 2.1 pajak penjualan dan pembelian
 - 2.2 pembelian (dikurangi potongan yang diterima)
 - 2.3 pengangkutan, pengepakan dan ongkos angkut

3. Hasil Penjualan
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.

4. Jangka Waktu Ganti Rugi
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.

5. Tingkat Laba Kotor:
Tingkat Laba Kotor yang dihasilkan atas hasil penjualan selama tahun takwim sesaat sebelum tanggal kerugian kehancuran atau kerusakan

Hasil Penjualan Tahunan:

Hasil Penjualan selama dua belas bulan sesaat sebelum tanggal kerugian kehancuran atau kerusakan

Hasil Penjualan Standar:

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

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 else where 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.

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 Inggris yang akan dijadikan sebagai acuan.