PT. ASURANSI
BHAKTI BHAYANGKARA

CONTRACTOR ALL RISK INSURANCE

POLIS NO:
50.451.50.2024.0030-0

PERUM PERUMNAS QQ PT. BINA MULTI PRIMA

Untuk menghindari kemungkinan terjadinya salah pengertian, mohon kepada Tertanggung agar membaca kondisi dan syarat-syarat pada polis ini dengan sebaik-baiknya | *in order to avoid misunderstanding, please be read carefully terms and condition stated under this Policy*

HEAD OFFICE
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SCHEDULE
CONTRACTORS ALL RISK INSURANCE
POLICY NO. 50.451.50.2024.0030-0

WORDING	:	**Munich Re**
FORM	:	**Contractor's All Risk and Third Party Liability**
INSURED	:	**PERUM PERUMNAS** as Obligee and/or (Principal) and/or **PT. BINA MULTI PRIMA** as main Contracktor and/or as Contractor and/or sub Contractor and/or Consulting Engineers and/or Consultants and/or other parties as per T.B.A with as Insurable Interest in the project for their respective rights and interest
ADDRESS of CONTRACTOR	:	Jl. Mayor Jenderal DI Panjaitan 13340, Cipinang Cempedak, Jatinegara, Jakarta Timur 13340
PERIOD	:	**Construction Period : 120 Days From August 28, 2024** **Maintenance Period : 90 Days as per contract**
TITLE OF CONTRACT	:	Pekerjaan Pembangunan 23 Rumah Sederhana (RS) Tipe 36/84 beserta Prasarana di Lokasi Perumnas Dramaga Bogor"
CONTRACT NO	:	EPROC/01/0011/VIII/2024/174/KTRT, Tanggal 28 Agustus 2024
RISK LOCATION	:	Lokasi Perumnas Dramaga Bogor
INTEREST INSURED	:	**Section I – Material Damage** The Study, design, supply, temporary and permanent works, construction, erection, testing, commissioning, installations, material, temporary building and content and others things used or for use in connection with the Project that for which the insured's are responsible all whilst at the project site **Section II – Third Party Liability** Third Party Liability against for which the insured shall become legally liable to pay consequent upon accident bodily injury to third party and/or damage to third party's property.
SCOPE OF COVER	:	**Section I – Material Damage** The Insurers herebu agree with the Insured that if at any time during the period of cover the items or any part there of entered in the schedule

Shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specially excluded, in a manner necessitating repair or replacement, the insurers shall indemnity the insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specited in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expensed in the schedule as Insured hereby.

The insurers shal also reimburse the insured for the costof clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sm therefor has been entered in the schedule.

Section II – Third Party Liability

The Insurers shall indemnity the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the insured shall become legally liable to pay as damages consequent upon :

a. Accidental death, bodily injury to or illness of third parties (wheteher fatal or not)
b. Accidendal loss of or damage to property belonging to third parties occurring in direct connection with the erection, construction or testing of the items insured under section I and happening on of in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers shall in aadition indemnity the Insured against:

a. All costs and expenses of litigatin recovered by any claimant from the Insured, and
b. All costs and expenses insurred with the written consent of the Insurers, provided always that the liability of the Insurers under this section shall not exceed the limits of indemnity stated in the Schedule.

TOTAL SUM INSURED : **Section I – Material Damage : IDR. 3,930,000,000.00 including PPN**

Section II – Third Party Liability

- Bodily Injury : IDR. 50,000,000.00 a.o.p
- Property Damage : IDR. 250,000,000.00 a.o.o

And Combined single limit (Bodily Injury / Property Damage) 10% of TCV anyone occurrence and in aggregate for the whole insurance period

DEDUCTIBLE : **Section I – Material Damage**

- Act of God & RSCC = 10% of claim, min. IDR. 25.000.000.00 anyone accident of occurence.
- Other Damage = 10% of claim, min. IDR. 10.000.000.00 anyone accident or occurrence

Section II – Third Party Liability

- 10% of claim, min . IDR. 10,000,000.00 a.o.a for third party property damage due to other vibration, Removal or Weakening Support
- 10% of claim, min IDR. 25,000,000.00 a.o.a for Vibration, Removal or Weakening Support
- Nil : Bodily Injury

CLAUSE :

- MR – 001 Cover for Loss or Damage due to Strike, Riot and Civil Commotion (SRCC) limit max. IDR. 500,000,000.00 in aggregate
- MR – 002 Cross Liabillity Clause
- MR – 004 Extended Maintenance Cover Clause - Limit 90 days as per contract
- MR – 005 Special Conditions Concering the Construction and/or Erection weeks Time Schedule, Deviation from the time schedule -, limit 4 week.
- MR – 006 Cover of Extra Charged for overtime, night work, work on public holidays, express freight – (Limit max 10% of TSI – for whole policy policy period)
- MR – 007 Cover of Extra Charges for Airfreight – (Limit 5% of contrack value)
- MR – 013 Property Offside Storage and Offsite Fabrication Clause – limit 10% of contact work for the whole insurance period with subject to security guard 24 hours, non flood prone area.
- MR – 100 Cover for Testing of machinery and installations (max. 4 weeks) Brand new

machinery installed
- MR – 102 Special Conditions Concerning Underground Cables, Pipes and Other Facilities
- MR – 113 inland Transit, Limit IDR. 250.000.000.00 for the whole insurance within Jabodetabek only
- 19.2A Clause – Colapse, Subsidence, Vibration, Weakening of Support limit max. IDR. 250,000,000.00
- MR – 116 Cover for Insured Contract Works taken over or put into service
- MR – 120 Vibration, removal or weakening of support (max. IDR. 250.000.000.00
- Automatic Increase clause (10% of contract Value)
- Automatic Reinstatement Clause with Additional Premium
- Cancellation Clause (30 days)
- Cyber Risk Exclusion Clause (NMA 2915)
- Debris Removal Clause, Limited in any one accident or occurrence to 10% of loss
- Extra Contractual Obligation Exlusion Clause
- Electronic date Recognition Clause (EDRC) "A" – NMA 2800
- Fire Brigades Charges Clause (IDR 50,000,000.00)
- Fire Extinguishing Cost Clause (IDR 50,000,000.00)
- Information Technology Hazards clarification clause – NMA 2912
- Communicable disease exclusion clause – LMA 5397
- Transmision and distribution lines exclusing clause
- War and Civil war exclusing clause – NMA 464
- Indonesian Jurisdiction Clause
- Loss Notification Clause (30 days)
- Nominated Adjuster :
  1. PT. Mc Larens Indonesia
  2. PT. Proxima Adjuster Indonesia
  3. PT. Atlas Adjusting Indonesia
  4. PT. Global Adjusting
- Partial Occupancy Clause
- Plant and Document clause (limit IDR 50,000,000.00)
- Payment on Account Clause (25% of claim)
- Public Authorities Clause
- Single Loss (72 Hours) Clause applicable for EQVET
- Terorism & Sabotage Exclusion Clause - (as defined by AAUI)
- Waiver of Subrogation Clause (against subsidiaries only)
- Warranty Premium Clause 30 days from binding date

SUBJECTIVITY : - Exclusion

a. CPM
b. Coverage for Delay Start up
c. Cessation of work
d. Communicable Disease
e. Cyber Risk
f. Designer Risk / Faulty Design, Manufactur Risk, Guaranted Cover
g. Erection Work
h. Full defective design
i. Penalties of Delay
j. Terrorim & sabotage
k. Wilfull act or wilful negligence of the participant or of his representive
l. Pre Existing damage from whatsoever caused and its consequence

PT. ASURANSI BHAKTI BHAYANGKARA

ASURANSI PAHAMI & MILIKI

m. Pra Existing Damage Whatsover Caused and its Consequence
- No Flood area & disaster area
- STNC as at September 11, 2024

PREMI	:	**0,1 %**		
PREMI RATE	:	**IDR. 3,930,000,000.00 x 0,1%**	= IDR.	3,930,000
		Polis Cost	= IDR.	50,000
		Materai	= IDR.	10,000 +
		Total	**= IDR.**	**3,990,000.00**

Jakarta, September 11, 2024
Signed for and on behalf of
PT. ASURANSI BHAKTI BHAYANGKARA

METERAI TEMPEL 2E95EALX281409176

SABARIA TAMBUNAN, SP.AAIK
Branch Manager

CLAUSES

MR – 001 Cover for Loss or Damage due to Strike, Riot and Civil Commotion (SRCC) limit max. IDR. 500,000,000.00 in aggregate

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions

1. This insurance shall not cover

a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,

b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,

c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,

d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein

provided nevertheless that the Insurers are not relieved under b) or c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,

b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,

c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all

loss or damage covered by this Endorsement during a consecutive period of 168 hours. The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

MR – 002 Cross Liabillity Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for - loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit, - fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/ or Employers' Liability insurance. The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

MR – 004 Extended Maintenance Cover Clause - Limit 60 days as per contract

It is agreed and understood that otherwise subject to the terms, exclusions, provisions 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 for the maintenance period specified hereunder to cover loss or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued.

MR – 005 Special Conditions Concering the Construction and/or Erection Time Schedule, Devination from the time schedule-, limit 4 week

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:
The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding 4 weeks, unless the Insurers had agreed in writing to such a deviation before the loss occurred.

MR – 006 Cover of Extra Charged for overtime, night work, work on public holidays, express freight – (Limit max 10% of TSI – for whole policy policy period

It is agreed and understood that otherwise subject to the terms, exclusions, provisions 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 extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).
Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.
If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured the amount payable under this Endorsement for such extra charges shall be reduced in the same proportionn

MR – 007 Cover of Extra Charges for Airfreight – (Limit 5% OF contrack value)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions 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 extra charges for airfreight. Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy. Provided further that the amount payable under this Endorsement in respect of airfreight shall not exceed 10% Of Loss.

MR – 113 Property Offside Storage and Offsite Fabrication Clause – limit 10% of contact work for the whole insurance period with subject to security guard 24 hours, non flood prone area.

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section I of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units. Such measures include, in particular :

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 meters;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

MR – 100 Cover for Testing of machinery and installations (max. 4 weeks) Brand new machinery installed

Cover for testing of machinery and installations

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one (or several) machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom shall cease whereas the cover shall continue for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section 1 of the Policy shall be deleted and the following exclusion shall apply:

"loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection:" In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

MR – 102 Special Conditions Concerning Underground Cables, Pipes and Other Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurersshall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same. Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is thegreater.
Claims in respect of loss of or damage to underground facilities incorrectly shownon the underground map shall be payable after applying the deductible stated under b below. The indemnity shall in any case be restricted to the

repair costs of such cables,pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

MR – 113 inland Transit, Limit IDR. 250.000.000.00 for the whole insurance Within South Sumatera Only

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section 1 of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit to the contract site other than on waterways or by air within the territorial limits of provided that the maximum amount payable under his Endorsement does not exceed per conveyance.

19.2A Clause – Colapse, Subsidence, Vibration, Weakening of Support limit max. IDR. 250,000,000.00

It is agreed that the Insured by this Section extends to include all sum which the Insured shall become legally liable to pay in connection with damage to property other than the Property Insured under Section I caused by collapse, subsidence, vibration, weakening of Support or lowering of ground water arising out of or in the course or by reason of the carrying out of the Insured Contract Works except the damage caused by the negligence, omission or default of the Contract, his Servants or Agents or any their Co-Contractors, Sub-Contractors and Suppliers their Servants or Agent Attributable to errors or omission in the designing of the works

MR – 116 Cover for Insured Contract Works taken over or put intp service.

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the period of cover.

MR 120 Virbration, removal or Weakening of support

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support. Provided always that the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse. The Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken. The Insured if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property or land or building. The Insurers will not indemnify the Insured in respect of liability for loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution, superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users, the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Automatic Reinstatement Clause with 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 The Insured notifying the Insurer as soon as practicable of such reinstatement. 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. The Insurer`s limit liability shall not exceed the sum insured that were inforce immediately before the loss.

Cancellation Clause (30 Days)

It is hereby declared and agreed that both the Insurer and the Insured are entitled to cancel this insurance at any time without given reason therefor, such cancellation shall however only become effective on the expiration of 30 (thirty) days from midnight of the day on which notice of the cancellation is issued. If the Insurer cancels the insurance, the premium will be calculated on the short-term rate for the completed period of Insurance.

Cyber Risk Exclusion Clause

Losses arising, directly or indirectly, out of ;
loss of, alteration or damage to or

a. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data information repository, microchip, integrated circuit or similar devise in computer equipment or non-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, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze, or weight of snow.

Debris Removal Clause, Limited in any one accident or occurrence to 10% of loss

In consideration of the payment of an additional premium this Policy extends to indemnity the Insured in respect of:

The cost of removal of debris, demolition and any temporary repairs necessary (including the Insured`s legal liability for the cost of removal of debris, demolition and temporary repairs in regard `to adjoining premises, roadways or waterways, as well as on the site), consequent upon the destruction of or damage to any property insured by the Insured`s Fire Policy (or Policies) occasioned by fire or any other peril thereby insured against.

Provided that:

- such cost is not recoverable under any other Policy of Insurance.
- the indemnity afforded by this insurance shall not apply to or include liability assumed by the Insured under agreement unless such liability would have attached to the Insured in the absence of such agreement.
- the Insurers liability shall not exceed 10% of the total sum insured on building(s) and/or contents.

Provided also that the liability for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured thereby.

Extra Contractual Obligation Exlusion Clause

Notwithstanding anything contained in the policy to the contrary, it is hereby noted and agreed that this policy does not provide cover in respect of extra-contractual obligations howsoever arising, such extra-contractual obligations being defined as any award made by a court of competent jurisdiction against an insurer, which award is not within the coverage granted by any insurance contract made between the parties in dispute. Subject otherwise to the terms and conditions of the policy.

Electronic date Recognition Clause (EDRC) "A" – NMA 2800

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 :

a. 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
b. 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.

Fire Brigades Charges Clause (IDR 50,000,000.00)

It is hereby understood and agreed that the reasonable charges raised by any local authority for the provision of Fire Fighting Appliances called for the purpose of protecting the premises shall be recoverable hereunder.

Fire Extinguishing Cost Clause (IDR 50,000,000.00)

The insurance by this policy extends to cover loss of or damage to the fire extinguishing appliances caused by the insured perils. This extensions 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 endagering the safety of the insured property.

Information Technology Hazards clarification clause – NMA 2912

a. loss of, alternation of, or damage to, or
b. a reduction in the functionality, availability or operation of A computer system, hardware, programme, 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.

Communicable disease exlusion clause – LMA 5397

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Transmision and distribution lines exclusing clause

All transmission and distribution lines, including wire, cables, poles, pylons, standards, towers and any equipment of any type which may be attendant to such installations of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual

This exclusion applies only to above and below ground equipment, except that which is within three hundred and five (305) metres (or one thousand (1,000) feet) of the insured`s premises or as defined in the Assured`s original policy(ies)

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss and/or other contingent losses related to transmission and distribution lines

War and Civil war exclusing clause – NMA 464

This agreement does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

Indonesian Jurisdiction Clause

Notwithstanding anything contained herein to the contrary it is agreed that Indemnity provided herein shall not apply to:

1. Compensation for damages in respect of judgments not in the first instance delivered by or abstained from a Court Competent jurisdiction in the Republic of Indonesia.
2. Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic Indonesia.

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 omissions in notifying the Insurer of any circumstances or events giving rise or likely to give rise to a claim under this policy

Partial Occupancy Clause

This insurance extends to indemnify the insured in respect of physical loss of or damage to the contract works happening during construction period but after the principal or any other person authorized by him enters into occupation of such contract works or part thereof of uses the same

Plant and Document clause (Limit IDR. 50.000.000.00)

It is agreed and understood that this Policy will also indemnify the Insured against the necessarily incurred costs of re-writing of plans and drawings or other contract document lost destroyed or damaged as a result of a peril insured hereunder providing such loss destruction or damage occurs at the Project Site.
Such indemnification shall however be limited to :

1. A maximum amount of US$. 50,000.00 each and every occurrence or series of occurrences arising out of any one event.
2. The cost of labour expended in such re-writing or re-drawing including all necessary overtime or research.

Nothing under this extension shall increase the Insurer's limit of liability under the Policy

Payment on Account Clause (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

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 of any Government Act or Bye-Law of any Municipal or Local Authority provided that:

1. The Amount recovered under this Extension shall not include:
   a. The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
      1) in respect of destruction or damage occurring prior to the granting of this extension
      2) in respect of destruction of damage not insured by the Policy
      3) Under which notice has been served upon the Insured prior to the happening of the destruction
      4) 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 damage or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulation 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 aforesaid Regulation or By-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.

The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.

Single Loss (72 Hours) Clause applicable for Earthquake, Volcnic Eruption

Any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm tempest flood or earthquake shall be deemed as a single event and shall constitute one occurrence with regard to the deductible provided for herein. For the purposes of application of deductible the commencement of any such seventy two (72) hour period shall be decided at the discretion of the Insured

Terorism & Sabotage Exclusion Clause - (as defined by AAUI)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance exludes loss, damage, cost or expenses of whatsover 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), commited 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 expenses of whatsover nature directl 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 Underwriters 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 uneforceable, the remainder shall remain in full force and effect.

Waiver of Subrogation Clause (against subsidiaries only)

Insurers hereby agree to waive all rights of subrogation which they may have and acquire against any of the parties comprising the Insured except when such rights of subrogation are acquired in consequence of any fraud, misrepresentation, non disclosure or breach of condition or warranty by that Insured.

Nothing contained in this memorandum shall be deemed to increase the sum insured stated in the Schedule of the Policy.

Warranty Premium Clause 30 days from binding date

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer within ninety (60) days from the inception date of this policy/endorsement/renewal

certificate, unless otherwise agreed by the Insurer.
If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro rata premium for the period they have been on risk.
Where the premium payable pursuant to this warranty is received by an authorized agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Insurer.
Subject otherwise to the terms and conditions of this Polic

CONTRACTOR'S ALL RISKS POLICY	POLIS SEMUA RISIKO KONTRAKTOR
Whereas the Insured named in the Schedule hereto has made to the	**Bahwa Tertanggung** yang disebut dalam Ikhtisar ini telah mengajukan kepada
PT. ASURANSI BHAKTI BHAYANGKARA (hereinafter called "the Insurers")	**PT. ASURANSI BHAKTI BHAYANGKARA (yang selanjutnya disebut "Penanggung")**
a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,	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,
Now this Policy of Insurance witnesseth that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule 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.	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.
General Exclusions:	**Pengecualian Umum:**
The Insurers will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by	Penanggung tidak akan memberi ganti rugi kepada Tertanggung sehubungan dengan kerugian, kerusakan atau tanggung jawab langsung atau tidak langsung disebabkan oleh atau timbul dari atau diperburuk oleh
a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;	a) perang, invasi, tindakan musuh asing, permusuhan (baik perang dideklarasikan atau tidak), perang saudara, pemberontakan, revolusi, pembangkitan rakyat, pembangkangan, kerusuhan, pemogokan, penghalangan bekerja, huru-hara, kekuatan militer atau pengambilalihan kekuasaan, sekelompok orang jahat atau orang-orang yang bertindak atas nama atau berkaitan dengan suatu organisasi politik, persekongkolan, penyitaan, penahanan,

	pengambilalihan atau penghancuran atau pengrusakan atas perintah pemerintah de jure atau de facto atau perintah oleh pihak yang berwenang;
b) nuclear reaction, nuclear radiation or radioactive contamination;	b) reaksi nuklir, radiasi nuklir atau kontaminasi radioaktif;
c) willful act or willful negligence of the Insured or of his representatives;	c) tindakan sengaja atau kelalaian sengaja oleh Tertanggung atau wakilnya;
d) cessation of work whether total or partial.	d) penghentian pekerjaan baik total atau parsial.
In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion **a)** above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.	Dalam setiap tindakan, gugatan atau proses hukum lain dimana Penanggung menyatakan bahwa berdasarkan ketentuan Pengecualian **a)** di atas suatu kerugian, kehancuran, kerusakan atau tanggung jawab tidak dijamin oleh asuransi ini kewajiban pembuktian bahwa kerugian, kehancuran, kerusakan atau tanggung jawab tersebut dijamin berada pada Tertanggung.
Period of Cover:	**Jangka Waktu Jaminan :**
The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurer's liability expires for parts of the insured contract works taken over or put into service.	Tanggung jawab Penanggung akan mulai berlaku, sekalipun terdapat suatu tanggal yang bertentangan yang tercantum pada Ikhtisar, langsung sejak dimulainya pekerjaan atau setelah dibongkarnya barang yang tercantum dalam Ikhtisar pada lokasi. Tanggung jawab Penanggung berakhir terhadap bagian dari kontrak pekerjaan yang diasuransikan yang telah diserahterimakan atau digunakan.
At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Insurers.	Paling lambat asuransi ini akan berakhir pada tanggal yang tercantum pada Ikhtisar. Setiap perpanjangan Jangka Waktu Asuransi dengan syarat persetujuan tertulis terlebih dahulu dari Penanggung.
General Conditions:	**Kondisi Umum:**
1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth	

of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.	1. Pentaatan dan pemenuhan syarat-syarat pada Polis ini sejauh yang berkaitan dengan apapun yang harus dilaksanakan atau dipatuhi oleh Tertanggung dan kebenaran pernyataan dan jawaban dalam kuesioner dan proposal yang dibuat oleh Tertanggung menjadi kondisi preseden atas tanggung jawab Penanggung.
2. The Schedule and the Section(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 and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.	2. Ikhtisar dan Bagian-bagian dianggap menjadi kesatuan dan merupakan bagian yang tidak terpisahkan dari Polis ini dan ungkapan "Polis ini" dimanapun digunakan di dalam kontrak ini harus dibaca sebagai termasuk Ikhtisar dan Bagian-bagian. Setiap kata atau ungkapan yang memiliki arti khusus yang terdapat pada setiap bagian dari Polis ini atau Ikhtisar atau Bagian-bagian mengandung arti tersebut di manapun muncul.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.	3. Tertanggung atas biaya sendiri harus melakukan semua tindakan pencegahan yang wajar dan mematuhi semua rekomendasi yang wajar dari Penanggung untuk mencegah kerugian, kerusakan atau tanggung jawab dan mematuhi peraturan perundang-undangan dan rekomendasi pabrik.
4. a. 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.	4. a. Wakil Penanggung pada setiap 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.
b. The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.	b. Tertanggung harus segera memberitahu Penanggung dengan telegram dan secara tertulis atas setiap perubahan materiil pada risiko dan menyebabkan atas biaya sendiri suatu tindakan pencegahan tambahan diambil sesuai dengan keadaan yang diperlukan, dan luas jaminan dan/atau premi, jika perlu, akan disesuaikan sebagaimana mestinya.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.	Tidak ada perubahan yang materiil yang dibuat atau diakui oleh Tertanggung dimana risiko menjadi meningkat, kecuali kelanjutan asuransi ini dikonfirmasi secara tertulis oleh Penanggung.
5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall:	*5.* Dalam hal terjadi peristiwa yang dapat menimbulkan klaim pada Polis ini, Tertanggung harus:
a. immediately notify the Insures by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;	*a.* segera memberitahu Penanggung dengan telepon atau telegram dan juga secara tertulis, memberi suatu indikasi atas sifat dan tingkat kerugian atau kerusakan;
b. take all steps within his power to minimize the extent of the loss or damage;	*b.* melakukan semua langkah yang berada di dalam kekuasaannya untuk memperkecil tingkat kerugian atau kerusakan;
c. preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;	*c.* menjaga bagian-bagian yang terkena dampak dan membuatnya tersedia untuk inspeksi oleh wakil atau surveyor Penanggung;
d. furnish all such information and documentary evidence as the Insurers may require;	*d.* menyerahkan semua informasi dan bukti dokumen yang diminta oleh Penanggung;
e. inform the police authorities in case of loss or damage due to theft or burglary.	*e.* memberitahu polisi yang berwenang dalam hal kehilangan atau kerusakan karena pencurian atau pembongkaran.
The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 14 days of its occurrence.	Penanggung tidak akan dalam hal apapun bertanggung jawab atas kerugian, kerusakan atau tanggung jawab dimana tidak ada laporan yang diterima oleh Penanggung dalam waktu 14 hari sejak terjadinya.
Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before	Setelah pemberitahuan diberikan kepada Penanggung sesuai kondisi ini, Tertanggung dapat melakukan perbaikan atau penggantian kerusakan

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 adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. 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 are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises 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 in difference or, 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 the latter enter upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings.

kecil; dalam segala hal yang lain wakil Penanggung mempunyai kesempatan untuk menginspeksi kerugian 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.

Tanggung jawab Penanggung berdasarkan Polis ini sehubungan dengan setiap barang yang mengalami kerusakan akan berakhir jika barang tersebut tidak diperbaiki sebagaimana mestinya tanpa keterlambatan.

6. 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 pihak yang diasuransikan pada Polis ini) terhadap mana Penanggung berhak atau seharusnya berhak atau memperoleh atau seharusnya memperoleh hak tuntut setelah mengganti atau membetulkan suatu kerugian atau kerusakan berdasarkan Polis ini, baik tindakan dan hal-hal tersebut perlu atau menjadi perlu atau diminta sebelum atau setelah pemberian ganti rugi Tertanggung oleh Penanggung.

7. Jika suatu perbedaan timbul mengenai jumlah yang harus dibayar berdasarkan Polis ini (sementara tanggung jawab telah diakui), perbedaan tersebut akan dirujuk pada keputusan dari seorang Arbiter yang ditunjuk secara tertulis oleh para pihak yang bersengketa atau, jika mereka tidak dapat setuju atas Arbiter tunggal, pada keputusan dari dua Arbiter, satu ditunjuk secara tertulis oleh masing-masing pihak dalam waktu satu bulan kalender

The making of an award shall be a condition precedent to any right of action against the Insurers.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three moths after such rejection or, in case of arbitration taking place as provided herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

9. If at the time any claim arises under the Policy there is any other insurance covering the same loss, damage or liability, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

Section I - Material Damage

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto

setelah diminta secara tertulis untuk melakukannya oleh salah satu pihak, atau, dalam hal para Arbiter tidak setuju, dari seorang Wasit yang ditunjuk secara tertulis oleh para Arbiter sebelum yang disebut terakhir 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.

8. Jika suatu klaim dalam hal apapun curang, atau jika suatu pernyataan yang salah dibuat atau digunakan untuk mendukungnya, atau jika suatu cara atau alat kecurangan digunakan oleh Tertanggung atau orang lain yang bertindak atas namanya untuk memperoleh suatu manfaat berdasarkan Polis ini, atau jika klaim diajukan dan ditolak dan tidak ada tindakan atau gugatan yang diajukan dalam jangka waktu tiga bulan setelah penolakan tersebut atau, dalam hal dilaksanakan proses arbitrase menurut ketentuan di sini, dalam jangka waktu tiga bulan setelah Arbiter atau para Arbiter atau Wasit telah membuat keputusan, semua manfaat dalam Polis ini akan hilang.

9. Jika pada saat suatu klaim timbul berdasarkan Polis ini terdapat asuransi lain yang menjamin kerugian, kerusakan atau tanggung jawab yang sama, Penanggung tidak bertanggung jawab membayar atau memberikan kontribusi lebih dari bagiannya secara proporsional dari klaim untuk kerugian, kerusakan atau tanggung jawab tersebut.

Bagian I – Kerusakan Material

Penanggung dengan ini setuju dengan Tertanggung bahwa jika setiap saat selama jangka waktu jaminan butir-butir atau bagian dari padanya yang tercantum dalam Ikhtisar menderita suatu kerugian atau kerusakan fisik, yang tidak terduga dan tiba-tiba dari sebab apapun, selain dari hal-hal yang dikecualikan secara khusus, and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special Exclusions to Section I

The Insurers shall not, however, be liable for:

a. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

b. consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;

c. loss or damage due to faulty design;

d. the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;

e. wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;

f. loss or damage to construction plant, equipment and construction machinery due to electrical or

dengan cara yang memerlukan perbaikan atau penggantian, Penanggung akan memberi ganti rugi kepada Tertanggung sehubungan dengan kerugian atau kerusakan tersebut sebagaimana ditetapkan selanjutnya melalui pembayaran tunai, penggantian atau perbaikan (atas pilihan mereka sendiri) sampai dengan suatu jumlah yang tidak melebihi sehubungan dengan nilai masing-masing butir yang tercantum dalam Ikhtisar suatu jumlah yang ditentukan di dalamnya dan tidak melebihi batas ganti rugi untuk setiap kejadian jika berlaku dan tidak melebihi secara keseluruhan jumlah yang dinyatakan dalam Ikhtisar sebagai yang diasuransikan.

Penanggung juga akan membayar kembali kepada Tertanggung atas biaya pembersihan puing yang mengikuti suatu peristiwa yang menimbulkan klaim berdasarkan Polis ini dengan syarat nilai yang terpisah untuk itu telah dicantumkan dalam Ikhtisar.

Pengecualian Khusus untuk Bagian I

Penanggung tidak akan, bagaimanapun, bertanggung jawab untuk:

a. risiko sendiri yang tercantum dalam Ikhtisar yang ditanggung oleh Tertanggung dalam setiap kejadian;

b. kerugian lanjutan dalam bentuk atau deskripsi apapun termasuk penalti, kerugian karena keterlambatan, buruknya pengerjaan, kehilangan kontrak;

c. kerugian atau kerusakan karena salah desain;

d. biaya penggantian, perbaikan atau pembetulan atas material dan/atau pengerjaan yang cacat, tetapi pengecualian ini terbatas pada barang yang langsung terkena dampaknya dan tidak dapat

mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;	dianggap mengecualikan kerugian pada atau kerusakan atas barang yang telah dikerjakan dengan benar yang diakibatkan oleh suatu kecelakaan karena cacat material dan/atau pengerjaan tersebut; e. aus, korosi, oksidasi, penurunan mutu karena kurang penggunaan dan kondisi atmosfir normal;
g. loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;	
h. loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;	f. kerugian atau kerusakan atas peralatan konstruksi, perlengkapan dan mesin-mesin konstruksi karena kerusakan elektrik atau mekanik, kegagalan, patah atau kekacauan mekanik, membekunya cairan pendingin atau cairan lainnya, cacat pelumasan atau kekurangan oli atau cairan pendingin, tetapi jika sebagai akibat kerusakan atau kekacauan tersebut terjadi suatu kecelakaan yang menyebabkan kerusakan eksternal, kerusakan lanjutan tersebut dapat diberi ganti rugi;
i. loss or damage discovered only at the time of taking an inventory. **Provisions Applying to Section I** **Memo 1 -- Sums Insured :**	
It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than	g. kerugian pada atau kerusakan atas kendaraan berijin untuk penggunaan di jalan umum atau angkutan air atau pesawat terbang;
for item 1 : the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;	h. kerugian pada atau kerusakan atas berkas, gambar, catatan pembukuan, wesel, mata uang, perangko, akta, bukti hutang, uang kertas, saham, cek;
for items 2 and 3 : the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and capacity;	i. kerugian atau kerusakan yang ditemukan hanya pada saat inventarisasi. **Ketentuan Berlaku untuk Bagian I** **Memo 1 – Harga Pertanggungan :**
and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such	Merupakan persyaratan dari asuransi ini bahwa harga pertanggungan yang tercantum dalam Ikhtisar tidak boleh kurang dari

increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurers. If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately. **Memo 2 – Basis of Loss Settlement:** In the event of any loss or damage the basis of any settlement under this Policy shall be : a. in the case of damage which can be repaired - the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or b. in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage, however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with. The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for b. above.	untuk butir 1 : nilai penuh kontrak kerja saat selesainya konstruksi, termasuk semua material, upah, ongkos angkut, bea cukai, pajak, dan material atau barang yang disediakan oleh Prinsipal; untuk butir 2 dan 3 : nilai penggantian peralatan, perlengkapan dan mesin konstruksi; yang berarti biaya penggantian barang yang diasuransikan dengan barang baru dengan jenis dan kapasitas yang sama; dan Tertanggung menaikkan atau menurunkan jumlah asuransi dalam hal terjadi fluktuasi yang materiil atas upah atau harga selalu dengan syarat bahwa kenaikan atau penurunan tersebut mulai berlaku hanya setelah dicatat di dalam Polis oleh Penanggung. Jika, dalam hal kerugian atau kerusakan, ditemukan bahwa harga pertanggungan kurang dari jumlah yang disyaratkan untuk diasuransikan, maka jumlah yang dapat diperoleh kembali oleh Tertanggung berdasarkan Polis ini berkurang secara proporsional menurut perbandingan harga pertanggungan terhadap jumlah yang disyaratkan untuk diasuransikan. Setiap obyek dan biaya tunduk pada kondisi ini secara terpisah. **Memo 2 – Dasar Penyelesaian Kerugian:** Dalam hal kerugian atau kerusakan dasar tiap penyelesaian berdasarkan Polis ini adalah: *a.* dalam hal kerusakan yang dapat diperbaiki – biaya perbaikan yang diperlukan untuk mengembalikan barang tersebut ke kondisi sesaat sebelum terjadinya kerusakan dikurangi sisa barang, atau *b.* dalam hal kerusakan total – nilai sebenarnya barang tersebut sesaat sebelum terjadinya kerugian dikurangi sisa barang, bagaimanapun, hanya sebesar biaya yang diklaim yang harus ditanggung oleh Tertanggung dan sebesar yang termasuk dalam harga pertanggungan dan selalu

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.
The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Memo 3 – Extension of Cover:

Extra Charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

Section II – Third Party Liability

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon:

a. accidental bodily injury to or illness of third parties (whether fatal or not),

b. accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against :

dengan syarat bahwa ketentuan dan kondisi telah dipenuhi.

Penanggung akan melakukan pembayaran hanya setelah puas dengan diajukannya tagihan dan dokumen yang diperlukan bahwa perbaikan telah dikerjakan atau penggantian telah dilakukan, sebagaimana mestinya. Semua kerusakan yang dapat diperbaiki harus diperbaiki, tetapi jika biaya perbaikan setiap kerusakan sama dengan atau melebihi nilai barang tersebut sesaat sebelum terjadinya kerusakan, penyelesaian akan dilakukan berdasarkan ketentuan **b.** di atas.

Biaya perbaikan sementara akan ditanggung oleh Penanggung jika perbaikan tersebut merupakan bagian dari perbaikan akhir dan tidak menaikkan total biaya perbaikan.
Biaya setiap perubahan, penambahan dan/atau peningkatan tidak dapat dijamin berdasarkan Polis ini.

Memo 3 – Perluasan Jaminan :

Biaya ekstra untuk lembur, kerja malam, kerja pada hari libur umum, ongkos angkut ekspres dijamin dalam asuransi ini hanya jika sebelumnya dan secara khusus disetujui secara tertulis.

Bagian II – Tanggung Jawab Terhadap Pihak Ketiga

Penanggung akan memberi ganti rugi kepada Tertanggung sampai dengan tetapi tidak melebihi jumlah yang diuraikan dalam Ikhtisar terhadap suatu jumlah dimana Tertanggung secara hukum bertanggung jawab untuk membayar sebagai kompensasi akibat dari:

a. cedera badan atau sakit pihak ketiga karena kecelakaan (baik fatal ataupun tidak),

b. kerugian atau kerusakan karena kecelakaan atas harta benda milik pihak ketiga

a. all costs and expenses of litigation recovered by any claimant from the Insured, and
b. all costs and expenses incurred with the written consent of the Insurers,

provided always that the liability of the Insurers under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusions to Section II

The Insurers will not indemnify the Insured in respect of:

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;

3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);

4. liability consequent upon :
   a. bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;

   b. loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;

yang terjadi yang berkaitan langsung dengan konstruksi atau pemasangan atas butir yang diasuransikan Bagian I dan terjadi pada atau di sekitar lokasi selama Jangka Waktu Jaminan.

Sehubungan dengan suatu klaim untuk kompensasi dimana ganti rugi ini berlaku, Penanggung akan sebagai tambahan memberi ganti rugi kepada Tertanggung terhadap:

a. semua ongkos dan biaya litigasi yang diperoleh penuntut dari Tertanggung, dan
b. semua ongkos dan biaya yang timbul dengan persetujuan tertulis Penanggung,

selalu dengan syarat bahwa tanggung jawab Penanggung pada bagian ini tidak melebihi batas ganti rugi yang tercantum dalam Ikhtisar.

Pengecualian Khusus untuk Bagian II

Penanggung tidak akan memberi ganti rugi kepada Tertanggung sehubungan dengan:

1. risiko sendiri yang tercantum dalam Ikhtisar yang ditanggung oleh Tertanggung untuk setiap kejadian;
2. pengeluaran yang timbul dalam melakukan atau melakukan kembali atau membetulkan atau memperbaiki atau mengganti apapun yang dijamin atau dapat dijamin pada Bagian I Polis ini;
3. kerusakan harta benda atau tanah atau bangunan yang disebabkan oleh getaran atau pindahnya atau melemahnya penyangga atau cedera badan pada seseorang atau kerusakan harta benda yang disebabkan atau diakibatkan oleh kerusakan tersebut (kecuali secara khusus disetujui melalui endosemen);
4. tanggung jawab sebagai akibat dari:
   a. cedera badan atau sakitnya karyawan atau pekerja dari Kontraktor atau Prinsipal atau perusahaan lain yang berkaitan dengan proyek

c. any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;

d. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special Conditions Applying to Section II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this section.

yang diasuransikan atau sebagian diasuransikan pada Bagian I, atau anggota keluarga mereka;

b. kerugian pada atau kerusakan atas harta benda milik atau dalam perawatan, pengawasan atau pengendalian Kontraktor, Prinsipal atau perusahaan lain yang berkaitan dengan proyek yang diasuransikan atau sebagian diasuransikan pada Bagian I, atau seorang karyawan atau pekerja dari salah satu pihak yang disebut sebelumnya;

c. kecelakaan apapun yang disebabkan oleh kendaraan berijin untuk penggunaan di jalan umum atau oleh angkutan air atau pesawat terbang;

d. setiap persetujuan Tertanggung untuk membayar suatu jumlah dengan cara ganti rugi atau cara lain kecuali tanggung jawab tersebut seharusnya melekat juga dengan tidak adanya persetujuan tersebut.

Kondisi Khusus Berlaku untuk Bagian II

1. Tidak ada pengakuan, penawaran, janji, pembayaran atau ganti rugi yang dibuat atau diberikan oleh atau atas nama Tertanggung tanpa persetujuan tertulis dari Penanggung yang berhak, jika mereka menginginkannya, mengambil alih dan bertindak atas nama Tertanggung untuk pembelaan atau penyelesaian suatu klaim atau menuntut untuk keuntungan sendiri atas nama Tertanggung atas setiap klaim ganti rugi atau kompensasi atau lainnya dan mempunyai kebebasan penuh dalam melaksanakan setiap tindakan atau dalam penyelesaian setiap klaim dan Tertanggung harus memberikan semua informasi dan bantuan yang mungkin diperlukan Penanggung.

	2. Penanggung sejauh terhadap suatu kejadian yang terkait membayar kepada Tertanggung batas ganti rugi untuk setiap kecelakaan (tetapi dikurangkan daripadanya suatu jumlah atau jumlah-jumlah yang sudah dibayar sebagai kompensasi sehubungan dengan itu) atau jumlah yang lebih kecil dimana klaim atau klaim-klaim yang timbul dari kecelakaan itu dapat diselesaikan dan karenanya Penanggung tidak lagi bertanggung jawab sehubungan dengan kecelakaan pada Bagian ini. ------------------------- 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.