

Public Insurance Liability Policy



PUBLIC INSURANCE LIABILITY POLICY

Whereas the Insured named in the Schedule attached hereto has made to **PT Zurich Asuransi Indonesia Tbk** (hereinafter called the Insurer) a written proposal which together with any other written information given by the Insured for the purpose of this Policy is deemed to be incorporated herein.

I. Insuring Agreement

Now this policy witnesses that subject to the terms, limits, exclusions and other condition contained in this Policy and Schedule, and in consideration of the insured having paid or agreed to pay the premium, the insurer agrees to indemnify the insured against :

1. all sums which the insured shall become legally liable to pay for compensation and claimants' costs and expenses arising from any claim being first made against him during the period of indemnity stated in the Schedule in respect of :
 - a. bodily injury (including death or illness or disease) to any person.
 - b. Loss of or physical damage to tangible property happening in connection with the Business described in the Schedule and occurring within the Republic of Indonesia during the Period of Indemnity stated in the Schedule; and
2. in addition; all cost and expenses of litigation incurred with the written prior consents of the insurer in respect of a claim against the insured to which the indemnity expressed in this policy applies.

However, if payment in excess of the Limit of Indemnity available under this insurance has to be made to dispose of a claim, the insurer's liability in respect of such costs and expenses incurred shall be in the same proportion as the Limit of Indemnity available under this insurance to the total amount paid to dispose of the claim.

II. Limits of liability

1. Any one occurrence

The liability of the insurer for all compensatory damages in respect of any claim shall not exceed the sum stated in the Schedule as the Limit of Indemnity.

Claim Series Clause

For purpose of determining the limit of insurer's liability, all reported losses arising out of continuous or repeated exposure to substantially the same harmful conditions shall be deemed as **one claim** and as having been reported during that Period of the Indemnity in which the first loss was reported.

2. Single Annual Aggregate limit

The liability of the insurer under clause I.1 and I.2 in respect of a claims made during any one period of indemnity shall not exceed the sum stated in the Schedule as the Single Annual Aggregate Limit.

III. Exclusions

This Policy shall not apply to:

1. liability in respect of injury to or illness or disease of any person under contract of employment service or apprenticeship with the insured if such liability is in respect of injury or illness arising out of and in the course of his employment;
2. liability in respect of
 - a. any vehicle (or trailer attached thereto) licensed for public road use if such vehicle is owned leased hired borrowed or driven by the insured specified in the schedule or by the person seeking indemnity;
 - b. the loading or unloading by or of any vehicle or trailer
3. liability in respect of
 - a. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air space if such vessel or craft is owned leased hired borrowed or operated by the insured;
 - b. the loading or unloading by or of any vessel, water craft or aircraft;

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4. any remedial professional or other advise or service or treatment given, administered or omitted by the insured (Professional Indemnity);
5. liability for any financial loss not resulting form property damage or bodily injury as defined in II (pure financial loss);
6.
 - a. bodily injury (including death or disease) loss or damage to property arising out of the discharge, dispersal, seepage, migration, release or escape pollutants (environmental impairment). Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant including waste. Waste includes materials to be recycled reconditioned or reclaimed;
 - b. the cost of removing nullifying or cleaning up seeping pollution or contaminated substances;
7. liability in respect of loss of or damage to property
 - a. belonging to the insured;
 - b. worked upon by or in the care, custody or control of the insured or any person employed by or working for the insured;
8. liability for loss of or damage to property arising from fire, lightning or explosion on the insured's premises;
9. claims as far as the delayed performance or fulfilment and the compensation substituting the fulfillment of contracts are concerned;
10. liability in respect of any commodity or goods manufactured sold supplied installed erected repaired altered or treated by the insured;
11. liability in respect of any occurrence which results from a deliberate dishonest or intentional act or omission of the insured and which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission;
12. liability assumed by the insured by contract or any other agreement unless such liability would have attached to the insured in the absence of such contract or agreement;
13. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a. ionising radiations from or contamination by radioactivity from nuclear fuel or from nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component there of;
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter;
14. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from :
 - a. asbestosis or any related disease (including cancer) resulting from the existence production handling processing manufacture sale distribution storage deposit or use of asbestos products and/or products containing asbestos;
 - b. pollution or contamination in any kind whatsoever;
15. any consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, strike, civil commotion, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, sabotage, or any act of terrorism;
for the purpose of this policy 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

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or in connection with any organization(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.

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 Insured.

This 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 the above.

16. a. any erasure, loss, distortion or corruption, modification or alteration or deformation of the original structure of information, program or data of any computer system or network, computer hardware or software, firmware, data processing equipment, computerized component, microchip, embedded chip, integrated, circuit or similar devices in non computer equipment, media or system used in connection with any of the foregoing;
- b. impairment in the function, availability, range of use or accessibility of data, software or computer programs;
- c. the failure, malfunction, breakdown, inadequacy or inability to perform in whole or in part of any electronic system, computer system or network, any computer hardware or software, firmware, data processing equipment, computerized component, microchip, embedded chip, integrated circuit or similar devices in non computer equipment, media or system used in connection with any of the foregoing, the process, service or product dependent on any of the aforementioned whether the property of the insured or not, and whether occurring before, during or after the year 2000
 - (i) correctly to recognize any date as its true calendar date;
 - (ii) to capture, save or retain correctly to manipulate, interpret, transmit, return, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
 - (iii) to capture, save or retain or correctly to process, interpret, transmit, return, calculate or process any data or information as a result of the operation of any command which has been programmed into computer system or network, especially any computer hardware or software, firmware data processing equipment, computerized component, microchip, embedded chip, integrated circuit or similar devices in non computer equipment, media or system used in connection with any of the foregoing, being a command which causes erasure, loss, distortion or corruption of data or information or the inability to capture, save, retain or correctly to process such data on or after any date;

In any action suit or other proceeding where the insurers allege that by reason of the provision of the above exclusion any loss, destruction, damage, liability, cost or expense is not covered by this. insurance, the burden of proving that such loss, destruction, damage, liability, cost or expense is covered shall be upon the Insured.

17. liability arising from fines penalties punitive or exemplary damages;
18. claims filed by the Insureds under this policy against each other or filed by any party
 - which is directly or indirectly owned, controlled, operated, or managed by the Insured,
 - which owns, controls, operates, or manages the Insured,
 - in which the Insured is a partner, consultant or employee or relative (incl. spouse);
19. liability arising from libel or slander;
20. liability arising from Transmissible Spongiform Encephalopathies (TSE), Genetic Modified Organism (GMO), Electro Magnetic Field (EMF);

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21. liability arising from allergic condition or infectious or contagious disease;
22. liability arising, directly or indirectly, out of, or in any way involving an original Insured's "Internet Operations", including but not limited to business conducted and/or transacted via internet, intranet, extranet and/or via the "insured's" own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

IV. Conditions

This Policy any Endorsement hereon the Schedule and the Conditions shall be read together as one Contract and any word expression to which a specific meaning has been attached in any part of this Contract shall bear that meaning wherever it may appear.

1. The Insured shall take all reasonable precautions to prevent or minimize injury, illness, loss or damage which may give rise to a claim under this Policy.
2. Any occurrence which might give rise to a claim under the Policy shall be reported in writing to the Insurer as soon as possible. As far as practicable no alteration or repair shall be carried out until the Insurer has had an opportunity of investigating. The Insured shall give immediate notice of any impending prosecution inquest fatal injury or civil proceedings in connection with the occurrence and shall send to the Insurer immediately every relevant document.
3. The Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity here under, or incur any costs or expenses in connection therewith, without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the insurer may reasonably require.
4. The Insurer may pay to the Insured the maximum sum payable under this Policy in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Insurer shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
5. If at the time of any occurrence or claim there is or but for the existence of this policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this policy to indemnify the insured in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this policy not been effected.
6. If the premium for this Policy has been calculated on any estimates given by the insured, the insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the insurer to inspect such record and, following the expiry of each period of indemnity, shall supply to the insurer a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the insured as the case may be.
7. The Insurer may at any reasonable time inspect any property and, in the event of any defect or danger being apparent, the insurer may give written notice to the insured when all liability of the insurer arising from such defect or danger shall be suspended.
8. The Insured shall give immediate notice to the insurer of any alteration which materially affects the risk. Until the insurer has agreed in writing to accept liability for such altered risk the insurer shall not be liable in respect of any bodily injury or damage due exclusively or in part to any such alteration.
9. The Insured shall at all times
 - a. give to the insurer or their duly appointed representatives such information, assistance and signed statements as the insurer may require, and
 - b. assist in the defense of any claim without charge to the insurer;
10. the due observance and fulfillment of the terms, provisions and conditions so far as they relate to anything to be done or complied with by the insured and the truth of the statements in the proposal made by him (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the insurer.
11. This Policy shall be governed by the law of the Republic of Indonesia

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12. IT is hereby agreed that if any payment is made under this insurance in respect of a claim, the insurer is thereupon subrogated to all the Insured's rights of recovery in relation thereto.
13. If the Insured makes any claim knowing the same to be fraudulent or false, as regards amount or otherwise, this insurance shall become void and all claims thereunder shall be forfeited.
14. In the event of any dispute arising between the insurer and the insured in respect of the implementation and or interpretation of this policy, the dispute shall be settled amicably within 60 (sixty) days since the dispute arises. 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, the insurer shall give the option to the insured to elect one of the following dispute clauses to settle the dispute and such choice could not be revoked. The insured must notify his choice to the insurer by registered letter, telegrams, telex, facsimile, e-mail or by courier.

Settlement of Dispute (Arbitration) Clause

It is hereby noted and agreed that the insured and the insurer shall settle the dispute through Arbitration Ad Hoc as follows :

- a. The Arbitration Ad Hoc consists of three arbitrator. Insured and insurer each shall appoint one arbitrator within 30 (thirty) days from the date of the receipt of the written notification, then the two arbitrators shall appoint the third arbitrator within 14 (fourteen) days from the date of appointment of the second arbitrator. The third arbitrator shall act as umpire of the Arbitration Ad Hoc.
- b. Should there be any disagreement as to the appointment of arbitrator (s) and or the two arbitrators fail to appoint the third arbitrator, then the insured and or the insurer could request the Chairman of the Court (Ketua Pengadilan Negeri) where the defendant domiciles to appoint the arbitrator (s) and or the umpire.
- c. The arbitrators shall examine the case and make and award within 180 (one hundred and eighty) days from the date of the formation of the arbitration Ad Hoc. The period of Examination of the case could be extended upon the consent of both parties and if it is deemed necessary by the Arbitration Ad Hoc.
- d. The Arbitration award is final, binding and enforceable for both parties, the insured and the insurer. Should the insured and or the insurer fail to comply with the arbitration award, then at the request of the other party, the award shall be executed under the order of the Chairman of the Court (Ketua Pengadilan Negeri).
- e. Matters which are not provide and or not sufficiently provide under this clause shall be subject to the provisions of the act of the republic Indonesia Nr. 30 year 1999 dated august 12,1999 regarding arbitration and alternative dispute Resolution.

Settlement of Dispute (Court Law) Clause

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

15. This insurance may be cancelled by the Insured at any time by giving written notice to the insure, this insurance may also be cancelled by or on behalf of the insurer by registered, certified or other first class mail the insured's address as shown in the Schedule, containing written notice about when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance is cancelled by the insured the insurer shall refund the customary short rate proportion of the premium hereon.

If this insurance is cancelled by, or of behalf of, the insurer for any reason other than non-payment of the premium or any breach of contract by the insured, the insurer shall refund pro rata proportion of the premium hereon.

Payment or tender or any unearned premium by the Insurer shall not be a precondition for the validity of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving notice of prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the premium period of limitation permitted by such law.

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PT Zurich Asuransi Indonesia Tbk terdaftar dan diawasi oleh Otoritas Jasa Keuangan (OJK)