

## BURGLARY INSURANCE

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**IN CONSIDERATION** of the Insured named it the **SCHEDULE** hereto having paid to **PT. ASURANSI XYZ INDONESIA** (hereinafter called "the Company") the Premium mentioned in the Schedule.

THE COMPANY AGREES THAT if any time during the period of insurance stated in the said **Schedule** any of the property insured described in the said Schedule whilst contained within the Premises (which shall not include any garden yard, open verandah, porch, outbuilding or other appurtenances) specified in the said Schedule be lost or damage as the result of :

THEFT consequent upon actual forcible and violet entry upon the said premises or any attempt thereat.

The Company will pay to the Insured the values (as at the time of the loss) of the property lost or the amount of the damage or at its option reinstate or replace such property or any part thereof.

**PROVIDED THAT** during any one period of insurance the liability of the Company shall in no case exceed in respect of each item of the property insured described in the said **Schedule** the sum insured thereon or in respect of the whole total sum insured.

**THE COMPANY FURTHER AGREES THAT** in the event of:

- a. Damage to the Building(s) due to Theft as aforesaid or any attempt thereat the Company will;
  - (i) pay for or at its option repair or make good the damage failing to be made good by the Insured
  - (ii) indemnify the Insured in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property pending repair of the damage provided that the total liability of the Company during any one period of insurance for all such cost shall be limited to the sum of US\$ 250
- b. THEFT as aforesaid from the Premises specified of Cash, Notes, Negotiable Cheques, Postal Notes, Post Office Money Orders, Negotiable Securities and/or stamps the Company will pay to the Insured the amount of such loss not exceeding in total the sum of US\$.100.- but only to the extent to which the total sum insured on property at such premises is not otherwise exhausted.

PROVIDED ALWAYS THAT the Insurance hereby made is and shall be subject to the Conditions and Memoranda contained herein or endorsed or otherwise expressed hereon which Conditions and Memoranda shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder.

### DEFINITIONS

Throughout this Policy (unless more specifically described);

**BUILDING(s)** means buildings, including landlord's fixtures and fittings and the walls, gates, fences, freestanding signs and lights, underground and above ground services, site improvements within the Premises;

**PLANTS/CONTENTS** means machinery and plant business fixtures and fittings and furnishings, tenants' improvements of every description and all other property not otherwise defined except Building(s), Stock and property defined in Exclusion (1),

**STOCK IN TRADE** means stock and materials in trade;  
all being the property of the Insured or for which the insured is legally responsible.

### EXCLUSIONS

This Policy does not cover:

1.
  - i Cash, Notes, Negotiable Cheques, Postal Notes, Post Office Money Orders, Negotiable Securities and/or Stamps except as otherwise provided for in this Policy.
  - ii Documents, Manuscripts, Business Book, Patterns, Models, Moulds, Plans, Designs unless specially mentioned as insured by this Policy.
2. Loss or damage due to theft or any attempt thereat committed by;
  - i. Any member of the Insured's family or employees
  - ii. Any person or persons whilst lawfully on the premises
3. Loss or damage occasioned by or consequent upon Fire.
4. Breakage of Plate Glass.
5. Shortages due to error or omission or shortages resulting from clerical or accounting errors or loss of or damage or shortages discovered at stocktaking or inventory checking.
6. Loss or damage by through the collusion of or fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured.
7. Loss from an unattended vehicle, loss of or damage arising from robbery or extortion or abscondment.
8. Loss from any safe or strong room opened by keys or by use of details of combination either of which has been left on the Insured's premises whilst closed for business.
9. Any consequential loss whatsoever.
10. Loss or damage which at the time of the happening of such loss or damage is insured by, or would, but for the existence of this Policy, be insured by any other Policy, other than a Burglary Policy.

11. Loss or damage arising during (unless it be proved by the Insured that such loss or damage was not occasioned thereby) or in consequence of:
  - (i) Earthquake, Subterranean Fire.
  - (ii) Riot, Strike, Civil Commotion, Terrorism and Sabotage.
12. Any consequence of war, Invasion, Act of foreign Enemy, Hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
13. Loss or destruction of or damage to any property whatsoever or any loss of expense, whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
14. Loss destruction of or damage directly or indirectly caused by or contributed to by arising from nuclear weapons materials.

**PROVIDED ALWAYS** that the due observance and fulfillment by the Insured of the terms, provisions, conditions and memoranda contained in endorsed on or attached to this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal together with all statement made in writing by the Insured or anyone acting on behalf of the Insured for the purpose of this Policy shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **CONDITIONS**

1. The Insured shall take all reasonable precautions for the safety and protection of the property insured and comply with all statutory obligations, by laws and regulations imposed by any Public Authority for the safety and protection of the property insured.
2. If the property insured be removed to any building or place or there is a change in situation of the property insured the Policy shall cease immediately unless the Policy is endorsed and the endorsement delivered to the insured. Furthermore the Company reserves the right to conduct surveys and the right to decide on the continuance of the Policy.
3. This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.
4. Unless the written consent of the Company shall have previously been obtained this Policy shall be voidable;
  - a) If there should occur any alteration in the premises of the property insured so that particulars and information furnished to the Company are no longer correct statements of fact.
  - b) If the interest of the Insured ceases except by will or operation of law.
  - c) If any of the property insured is charged by Bill of Sale or other security
  - d) for any period during which the premises become unoccupied and remain so for a period exceeding thirty consecutive days.

5. The Insured shall give notice in writing to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property insured, and unless such notice be given and the particulars of such insurance be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
6. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall
  - a. give immediate notice to the Police.
  - b. take all practicable steps to discover the guilty person or person
  - c. take all practicable steps to recover the property lost give immediate notice in writing to the Company
  - d. give immediate notice in writing to the Company within 30 days after loss or damage (or such further time as the Company may
  - e. in writing allow) at the Insured's own expense furnish to the Company statement in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost or damaged and of the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage excluding profit of any kind.
  - f. furnish to the Company statement giving details of any other insurance of any property hereby Insured.
  - g. furnish to the Company all such proofs and information with respect of the claim as may reasonably be required together with (if demand) a statutory declaration of the truth of the claim and of any matters connected therewith.
7. The Company may at any time instead of paying the amount of the loss or damage reinstate or replace the property lost or damaged or repair, or make good the damage to the premises but in so doing shall not be bound to reinstate or replace exactly and completely but only as circumstances permit and in reasonably sufficient manner, and the Company may joint with other Insurers, if any, in so reinstating or replacing. After payment for or replacement of any property lost such property if recovered shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount paid by the Company in respect of such property.
8. Each and every item specified in the Schedule is separately but similarly subject to Average that is to say if the Property insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered to be his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.
9. Immediately upon the happening of any loss destruction of or damage the Total Sum Insured and the Sums Insured upon the various descriptions of Property have been lost destroyed or damaged shall be reduced by the amount of the loss destruction or damage and such reduced Sums Insured shall be the limits of the Company's liability in respect of any further losses destruction or occurring during the current Period of Insurance unless the Company consent upon payment of an additional premium to reinstate the full Sum Insured.
10. If this Policy is issued as a Firsts Loss Insurance up to an amount (as shown is the schedule) being part of the full value as described in the Schedule it is understood and agreed that in the event of the value at risk being at the time of any loss within the meaning of this Policy is of greater value

than the full values as described in the schedule the Insured shall be considered as being their own Insurers for the difference and shall be considered as being their own Insurers for the difference and shall bear a rateable proportion of the loss accordingly.

11. If at the time or any occurrence causing loss or damage covered by this Policy there be any other subsisting insurance covering the same loss or damage the Company shall not be liable for more than its rateable proportion thereof.
12. Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or Indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be necessary or required before or after such payment or making good.
13. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.
14. The Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period premium for the time the policy has been in force. This Insurance may also at any time be terminated at the option of the company, on notice to that effect being given to the Insured, in which case the company shall repay the proportion of the Premium corresponding to the unexpired period of the Policy.
15. All differences arising out of this Policy 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 appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any rights of action against the Company. The costs of reference and of the award shall be in the discretion of the Arbitrators, Arbitrator or Umpire. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
16. No provision or requirement contained in this Policy endorsed or to be endorsed hereon or attached or to be attached hereto requiring any matter or thing to be done by the Insured shall be deemed waived by reason of any alleged notice or waiver which has not been expressly write or endorsed hereon or attached thereto by the company; nor shall the company be deemed to have waived any provision or condition of this Policy or any forfeiture there under by any requirement act or proceeding on its part relating to the appraisalment of any alleged loss unless such provision condition or forfeiture be expressly stated in writing by the Company to be so waived.