

**QUOTATION**

**INFORMATION & COMMUNICATION TECHNOLOGY LIABILITY**

**TYPE OF INSURANCE** : INFORMATION & COMMUNICATION TECHNOLOGY LIABILITY

**INSURED** : PT. NEXT GENERATION TECHNOLOGY AND AS MORE FULLY DESCRIBED IN THE PROPOSAL FORM DATED .....

**ADDRESS** : RATU PLAZA OFFICE TOWER 123 FLOOR JALAN JENDERAL SUDIRMAN KAV. 123 JAKARTA 10370 INDONESIA

**PROFESSIONAL BUSINESS PRACTICE** : TELECOMMUNICATION SERVICE PROVIDER AND AS MORE FULLY DESCRIBED IN THE PROPOSAL FORM DATED .....

**PERIOD OF COVER** : 12 MONTHS  
 FROM : 04:00 P.M. DATE .....  
 TO : 04:00 P.M. DATE .....

**COVER** : SECTION A : ACT, ERROR OR OMISSION  
 SECTION B : BODILY INJURY/PROPERTY DAMAGE

**LIMIT OF INDEMNITY** : ANY ONE CLAIM AND IN THE AGGREGATE INCLUSIVE OF DEFENCE COSTS & EXPENSES.

**RETROACTIVE DATE** : INCEPTION DATE EXCLUDING KNOWN CLAIMS AND/OR CLAIMS CIRCUMSTANCES

**DEDUCTIBLE** : EACH AND EVERY CLAIM INCLUSIVE OF COSTS AND EXPENSES

**PREMIUM** : (PLUS POLICY COST AND STAMP DUTY US\$ 10)

**PREMIUM SECTION A** : ACT, ERROR OR OMISSION

	LIMIT OF INDEMNITY	DEDUCTIBLE	PREMIUM
OPTION 1	USD 5,000,000	USD 25,000	USD 9,000

**PREMIUM SECTION B** : BODILY INJURY/PROPERTY DAMAGE

	LIMIT OF INDEMNITY	DEDUCTIBLE	PREMIUM
OPTION 1	USD 1,000,000	USD 25,000	USD 1,000

**A. EXTENSIONS**

*AUTOMATIC EXTENSIONS*

- LIBEL AND SLANDER INCLUDED / ~~DELETED~~
- FRAUD AND DISHONESTY INCLUDED / ~~DELETED~~
- OUTGOING PRINCIPALS INCLUDED / ~~DELETED~~
- CONSULTANTS, SUB-CONTRACTORS & AGENTS INCLUDED / ~~DELETED~~
- INTELLECTUAL PROPERTY INCLUDED / ~~DELETED~~
- JOINT VENTURE LIABILITY INCLUDED / ~~DELETED~~
- LOSS OF DATA INCLUDED / ~~DELETED~~
- DEFENCE COSTS FOR BREACH OF CONTRACT INCLUDED / ~~DELETED~~
- UNAUTHORIZED ACCESS INCLUDED / ~~DELETED~~

*OPTIONAL EXTENSIONS*

- INCREASED AGGREGATE LIMIT OF INDEMNITY ~~INCLUDED~~ / NOT INCLUDED
- LICENSEE INTELLECTUAL PROPERTY RIGHTS ~~INCLUDED~~ / NOT INCLUDED

**B. ADDITIONAL ENDORSEMENTS**

- **TERRITORIAL COVER**

IT IS HEREBY AGREED AND DECLARED THAT GENERAL CONDITIONS D.4 IS DELETED AND REPLACED BY THE FOLLOWING CONDITION:

D4. THE COVERAGE PROVIDED UNDER THIS POLICY SHALL EXTEND TO LEGAL LIABILITY ARISING OUT OF ACTS, ERRORS OR OMISSIONS COMMITTED ANYWHERE IN **INDONESIA** ONLY AND EXCLUDES COVER FOR ANY ACTS, ERRORS OR OMISSIONS OCCURRING OUTSIDE OF THE TERRITORIAL LIMITS OF **INDONESIA**.

- **JURISDICTIONAL COVER**

IT IS HEREBY AGREED AND DECLARED THAT GENERAL CONDITIONS D.5 IS DELETED AND REPLACED BY THE FOLLOWING CONDITION:

D.5 THE COVERAGE PROVIDED UNDER THIS POLICY SHALL BE LIMITED TO CLAIMS FIRST BROUGHT IN A COURT OF LAW IN **INDONESIA** ONLY.

- **Cost Inclusive Clause**

**C. ADDITIONAL EXCLUSIONS**

- **Bankruptcy, Creditors & Insolvency Exclusions**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that QBE shall not be liable for any Loss in connection with any claim or claims made against an Insured Person:

- (1) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly :
  - (i) any wrongful Act committed prior to the inception date of the Policy, which is alleged to have led or caused, directly or indirectly, in part or in whole, to the bankruptcy or insolvency of the Corporation or the Corporation filing a petition, or a petition being filed against the Corporation, pursuant to the Federal Bankruptcy Code or any similar state law or the Corporation having assigned its assets for the benefit of its creditors, or
  - (ii) the Corporation having sustained a financial loss due, in part or in whole, to a Wrongful Act of an Insured Person committed prior to the inception date of the Policy, but only if such claim is made after the Corporation has been determined to be insolvent or has filed a petition for bankruptcy or a petition has been filed against it, or the Corporation has assigned its assets for the benefit of its creditors, or
- (2) brought by or on the behalf of any creditor or debt holder of the Corporation or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to claims alleging misrepresentation in connection with the extension of credit or purchase or a debt instrument, or alleging any deterioration in the value of the debt as a result of, in part or in whole, the bankruptcy or insolvency of the Corporation

- **Bribes & Illegal Payment Exclusion**

Notwithstanding anything herein contained to the contrary, QBE shall not be liable under this Policy to make any payment for Loss arising from any claim directly or indirectly alleging, arising out of, based upon or attributable to:

- a) Payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign governmental or armed forces officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- b) Payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part time officials, directors, agents, partners, representatives, principal shareholders or owners or employees or affiliates of any customers of the Corporation or any members of their family or any entity which they are affiliated; or
- c) Political contributions, whether domestic or foreign.

- **Terrorism Exclusions**

- **Third Party Fund Exclusions**

SECURITY : PT. ASURANSI XYZ INDONESIA (SHARE: 100%)

DATE OF ISSUE : 4 JUNE 2009