

ORIGINAL

TOKIOMARINE

OPEN POLICY OF MARINE INSURANCE (Polis Terbuka Asuransi Pengangkutan Barang)
PT. ASURANSI TOKIO MARINE INDONESIA

Head Office:Sentral Senayan 1, 3rd & 4th Floor, Jl. Asia Afrika No. 8 Jakarta 10270

Phones : (021) 572 5772 (Hunting)

Fax. (021) 572 4005-8, 572 4010 (CLAIM)

<p>This Open Policy is effected to insured all shipment below, to be made on and after the effective date as below by or for account to the Assured wherever the Assured has an insurable interest, subject to the Special Clause for Open Policy of marine Cargo Insurance and other terms and conditions hereunder and on the back hereof.</p>		<p>Polis Terbuka ini dibuat untuk menjamin semua pengangkutan yang dilakukan pada saat atau setelah tanggal efektif sebagaimana tersebut di bawah ini oleh atau atas nama tertanggung yang memiliki kepentingan yang dapat pertanggungkan, sesuai dengan Klausula Khusus untuk Polis Terbuka Asuransi Pengangkutan Barang dan syarat serta ketentuan lainnya yang tercantum di bawah ini dan pada bagian belakang halaman ini.</p>	
<p>OPEN POLICY NO: MOP/TM/15/169 (No. Open Policy)</p>		<p>EFFECTIVE DATE: October 20, 2015 (Tanggal Efektif)</p>	
<p>ASSURED: (Tertanggung) TRIBUANA GIRI ARTHA QQ CUSTOMERS</p>			
<p>SUBJECT MATTER OF INSURED: (Barang Yang Dipertanggungkan) Automobile (New and Used), Heavy Equipment, Machinery, Materials, Elevator and Electronics</p>			
<p>INSURED VALUE AND AMOUNT: (Nilai Dan Harga Pertanggungkan) Based on Value + Imaginary Profit 10%</p>			
<p>INSURED VOYAGE (at and from / arrived at): (Perjalanan Yang Dipertanggungkan - saat dan dari / tiba di): From the time the Assured assumes responsibility of the interest, from place anywhere in the Indonesia until final delivery anywhere in Indonesia, vice versa. (*)</p>			
<p>CONVEYANCE: (Alat Angkut) By Vessel and/or Land Transit</p>			
<p>THE SCHEDULE ATTACHED AND THE CLAUSES SPECIFIED AND CORRESPONDING FULL TEXTS OF THE CLAUSES FROM PART OF THIS INSURANCE Ikhtisar Sebagaimana Terlampir Dan Klausula Yang Melekat Serta Kalimat Yang Terkait Merupakan Bagian Dari Perjanjian Ini</p>			
<p>CLAIM, IF ANY, PAYABLE AT/IN: (Klaim, Jika Ada, Dibayarkan Kepada/Di)</p>		<p>INDONESIA</p>	
<p>PLACE AND DATE SIGNED IN : (Tempat dan Tanggal ditandatangani) Jakarta, November 17, 2015</p>		<p>NO. POLICIES ISSUED: Original Only (Jumlah Polis yang dibuat): Hanya Asli</p>	

<p>◆ Notwithstanding anything contained herein or attached hereto the contrary, this insurance is understood and agreed to be subject to English law and practice only as to liability for and settlement of any and all claims.</p> <p>◆ This insurance does not cover any loss or damage to the property which at the time of happening of such loss or damage is insured by or would but for the existence of this policy be insured by any fire or other insurance policy or policies exception respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.</p>	<p>◆ Menyimpang dari apapun yang terdapat disini atau terlampir yang bertentangan, pertanggungkan ini telah dipahami dan disepakati untuk tunduk kepada hukum Inggris dan kebiasaannya dalam hal penyelesaian setiap dan seluruh klaim.</p> <p>◆ Asuransi ini tidak menjamin kerugian atau kerusakan harta benda yang pada saat terjadinya kerugian atau kerusakan tersebut dipertanggungkan oleh atau akan dipertanggungkan oleh polis kebakaran atau polis-polis lain kecuali hanya kelebihan dari nilai yang seharusnya dibayarkan oleh polis kebakaran atau polis-polis lainnya yang pertanggungkannya tidak berlaku.</p>
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We, PT. ASURANSI TOKIO MARINE INDONESIA hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability or expense to the extent and in the manner herein provided.

In witness whereof, I the Undersigned of PT. ASURANSI TOKIO MARINE INDONESIA on behalf of the said Company have subscribed My Name to this Open Policy in the place and on the date specified above.

Kami, **PT. ASURANSI TOKIO MARINE INDONESIA** setuju, dengan pertimbangan pembayaran premi kepada kami oleh atau atas nama Tertanggung sebagaimana telah diatur, untuk menjamin kerugian kerusakan atau biaya-biaya yang timbul dan hal - hal lain yang dijamin dalam polis ini.

Dengan kesaksian, saya atas nama PT. ASURANSI TOKIO MARINE INDONESIA menandatangani Polis Terbuka ini di tempat dan tanggal sebagaimana tersebut di atas.

For PT. ASURANSI TOKIO MARINE INDONESIA

AUTHORIZED SIGNATORY

Examined _____

- ◆ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents
- ◆ No Claim for loss by theft &/or pilferage shall be paid unless notice of survey has been given to this Company's office or Agents within 10 days of expiry of this insurance
- ◆ In case of loss or damage, please follow the "IMPORTANT" clause printed on the back hereof.

- ◆ Dalam hal terjadinya kerugian atau kerusakan yang mungkin akan menjadi klaim pada pertanggungan ini, tidak akan ada klaim yang dibayarkan kecuali telah ada pemberitahuan atas kehilangan atau kerusakan tersebut dan Laporan Survey yang diterima oleh kantor perusahaan ini atau agennya.
- ◆ Tidak ada Klaim kerugian karena pencurian &/atau pencurian sebagian yang dibayarkan kecuali telah ada pemberitahuan survei telah diberikan kepada kantor Perusahaan ini atau Agennya dalam waktu 10 hari dari berakhirnya asuransi ini.
- ◆ Dalam kasus kehilangan atau kerusakan, silakan lihat klausula "PENTING" yang tercetak di bagian belakang halaman ini.

TOKIOMARINE
INDONESIA



Direktorat Jenderal Pajak



METERA TERAPAN
24/11/15 14:11
Rp 306000
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PB0354

SCHEDULE OF TERMS, CONDITIONS AND RATES OF PREMIUM (PAGE 1)

IKHTISAR KETENTUAN, SYARAT DAN TARIF (HAL.1)

attaching to and forming part of Open Policy No. (*Dilekatkan dan menjadi bagian dari Polis Terbuka No.*)

MOP/TM/15/169

1. Commencement and Termination of Insurance (*Berlaku dan berakhirnya asuransi*): Subject to the following clauses (*Mengacu kepada klausul di bawah ini*)

Effective as from October 20, 2015 subject to 30 (thirty) days notice of cancellation in writing by either parties in respect of marine and transit risks, and 7 (seven) days notice in respect of strikes, riot and civil commotion risk. Such cancellation will not affect the existing cover in respect of certificate of insurance and cover notes before issued.

The cancellation shall become effective on the expire of the stipulated period calculate from midnight of the day on which notice of cancellation is issued by or to insurer, but shall not apply to any insurance against be said which shall have attached in accordance with the conditions of this Open Cover before cancellation become effective.

2. Terms and Conditions (*Ketentuan dan persyaratan*): Subject to the following clauses (*Mengacu pada klausula di bawah ini*)

- ~ Institute Cargo Clauses (A) 1.1.09
- ~ Institute Classification Clause 1.1.01
- ~ Institute Strikes Clause (Cargo) 1.1.09 with clause 1.2 deleted 1.1.09
- ~ Institute Radioactive Contamination Chemical Biological Bio-Chemical and Electro Magnetic Weapons Exclusion Clause 10.11.03
- ~ Institute Replacement Clause (Applicable to Brand New Cargo)
- ~ Currency Clause
- ~ Mechanical and Electrical Derangement Exclusion Clause
- ~ Notice of Cancellation Clause and Automatic Termination Clause
- ~ Loading and Unloading, Stuffing and Unstuffing Clause
- ~ Drive away Clause including TPND
- ~ Including Bend Dent Scratch Rust Oxidation and Discoloration (Applicable to Brand New Cargo and Used Cargo with age 0 until 6 Month)
- ~ General Average in Full Clause
- ~ Electronic Date Recognition Clause (EDRC "A") - Cargo
- ~ Debris Removal Clause
- ~ Secondhand Replacement Clause (Applicable to Used Cargo)
- ~ Waiver of Subrogation Clause (Against PT. TRIBUANA GIRI ARTHA)
- ~ Institute Cargo Clauses (Air) 1.1.09
- ~ Institute Strikes Clauses (Air Cargo) 1.1.09
- ~ Cargo ISM Endorsement
- ~ Institute Theft Pilferage and Non Delivery Clause
- ~ Including Act of God
- ~ Brand New Cargo Clause
- ~ Including Hijacking Risk
- ~ Including Transshipment
- ~ Loss Notification Clause (14 Days)
- ~ Temporary Storage Clause (30 Days)
- ~ Errors and Omission Clause
- ~ Excluding Bending, Denting, Scratch, Rust Oxidation and Discoloration unless caused by Insured Perils Under ICC [C] - (Applicable to used cargo with age exceed 6 month)
- ~ Sanction Limitation and Exclusion Clause
- ~ Deductible : 5% of claim a.o.a

(*) Including Inland Transit and/or Inter Island within Indonesia, Inter-Company movements and/or temporary storage within the ordinary course of transit, as defined in Institute Cargo Clause, including loading and/or unloading and/or transshipment until such times as the Assured's responsibility ceases.

Cover also including intermediate storage for packing or re-packing period prior to arrival at final destination, subject to submission list of location and sum insured per location.

3. Limit of Liability and Location Limit (*Batas Tanggung Jawab dan Batas Lokasi*): Subject to Article 4 and Article 5 respectively in the Special Clauses for Open Policy of Marine Cargo Insurance (*Mengacu pada bagian 4 dan 5 sebagaimana tercantum dalam Klausula Khusus Polis Terbuka Asuransi Pengangkutan Barang*)

IDR.2,500,000.00 any one shipment

SCHEDULE OF TERMS, CONDITIONS AND RATES OF PREMIUM (PAGE 2)

IKHTISAR KETENTUAN, SYARAT DAN TARIF (HAL.2)

attaching to and forming part of Open Policy No. (*Dilekatkan dan menjadi bagian dari Polis Terbuka No.*)

MOP/TM/15/169

5. Bonus to the Assured (*Bonus untuk Tertanggung*):

NIL

6. Minimum Premiums for any one Policy or Certificate issued under this Open Policy (***Minimum Premi*** untuk setiap polis atau sertifikat yang dibuat dibawah Polis Terbuka):

Subject to this Company's latest tariff which is available to the Assured on request.
Mengacu kepada Tarif terakhir perusahaan ini yang diberikan kepada tertanggung