

# **Summary of Product and Service Information (RIPLAY) General Version**

Producer Name : PT Great Eastern General Insurance Indonesia

Product Name : Professional Indemnity Product Type : Liability

Insurance

Product Description : Provide protection to the Insured for all amounts that are legally responsable for

paying compensation and all costs charged to the insured in connection with claims for violating profesional duties in carrying out the business carried out during the

insurance period and within territorial boundaries

## KEY FEATURES PROFESSIONAL INDEMNITY INSURANCE

Insurance Term : 12 months from the agreed date

Sum Insured and Object : As much as the agreed sum insured

**Deductible / Own Risk** : USD XXX each and every claim inclusive of costs and expenses

\*Deductible can aslo be determined based on the underwriting policy and agreed upon

by the insured

Premium Fee : - Premium Fee = Premium (Total Annual Salary x Rate)

Stamp Duty = Rp. 10,000 or its equivalent
 Policy Fee = Rp. 50,000 or its equivalent

## **BENEFITS (COVERAGE)**

Professional civil law responsibilities - Main Coverage **LIABILITY** 

2.1 Civil Law Responsibilities

We will pay you or on your behalf for:

2.1.1 Any legal liability to pay Compensation; and

2.1.2 Any specified fees and charges you must pay. Arising from any legal liability stemming from a claim for breach of professional duty in the conduct of your business provided that the claim was first filed during the

insurance period or, if applicable, during the reporting extension period.

2.2 Costs and Loads of Resistance

If covered under this policy, we will also pay to you or on Your behalf any reasonable costs and expenses (including applicable taxes and interest, but not income loss) incurred in order to fight against any claims brought against you. Provided that we have agreed in writing to make the payment. Any payments made under this clause are part of the indemnity limit

Scope of Coverage SCOPE OF LIABILITY

This Policy assumes your civillegal responsibilities, which include legal responsibilities for:

3.1 Confidentiality Breach

3.2 Contract Legal Liability (Legal Liability for Unlawful Acts)

3.3 Defamation

3.4 Violation of Intellectual Property Rights

3.5 Legal Responsibilities of Joint Ventures

3.6 Missing

3.7 Trade Practices and Relevant Legislation

3.8 Substitute Legal Liability

## RISK

## **Liquidity Risk**

Risks related to the ability of Great Eastern General Insurance Indonesia to pay obligations to customers. Great Eastern General Insurance Indonesia will continue to maintain its performance to increase its capital adequacy as determined by applicable regulations.

#### Operational Risk

- Risks caused by the ineffectiveness or failure of internal processes, human resources and systems, as well as external
  conditions that affect internal operational conditions.
- Claims are rejected because the claims submitted are caused by the matters that are excluded from the coverage (exclusion).
- Unilateral cancellation/closed by Insurer if the premium is not paid during the grace period.



#### FEE

All Fees are included in the premium component, except for policy printing costs if the policy holder wants the policy in printed form and stamp duty in accordance with applicable tax provisions.

#### **EXCLUSION**

#### We will not pay for:

- 1. Asbestos
- 2. Assumption of Duties or Obligations
- 3. Fines and Sanctions
- 4. Insured vs. Insured
- 5. Intentional Actions (Fraudulent, Dishonest and Criminal Acts and Violations of Laws)
- 6. Internal General Expenses and Expenses
- 7. Legal Responsibilities of Management
- 8. Nuclear
- 9. Obligations to Employees
- 10. Legal Responsibilities of Occupants
- 11. Profanation / Pollution
- 12. Previous claim, deffered and known claims or cicumstances
- 13. Product any claim wheather directly or indirectly arising out of, as a result of or co-arising by the sale, supply, installation, alteration, modification or manufacture of goos by you or on your behalf
- 14. Punishment Compensation any punitive damages and/or extraordinary damages and/or additional compensation caused by the doubling of compensatory damages.
- 15. Fees Refunds-refunds of fees charged to third parties and related fees and charges.
- 16. Retroactive date of any claims arising out of your activities carried out prior to the Date Rertroactive.
- 17. Terrorism
- 18. Trade Debt
- 19. American/Canada Territorities and Jurisdictions
- 20. War

### REQUIREMENTS AND PROCEDURE

## **Procedure On How to Purchase the Product:**

- The purchase of this insurance can be done through Agency Marketing Channels, Brokers, Bancassurance or direct marketing
- Could also contact PT Great Eastern General Insurance Indonesia's agents, broker, or office.

## Documents or information required for policy closure:

- a. Application for Insurance Closure (SPPA)
- b. Claim Experience for the last 3 years

#### Obligation to disclose material facts

#### Insured must:

- 1. Disclose material facts, namely information, explanation, circumstances and facts that influence the Insurer's consideration in accepting or rejecting an application for insurance coverage and in determining the premium rate if the application is accepted;
- 2. Make true statements on matters regarding insurance coverage:

which submitted both at the time of making the insurance agreement and during the coverage period:

- a. If the Insured does not carry out the obligations as stipulated in paragraph (1) above, the Insurer is not obliged to pay for the loss incurred and has the right to terminate the coverage and is not obliged to return the premium.
- b. The provisions in paragraph (2) above do not apply in the event that the undisclosed or incorrectly stated material facts have been known by the Insurer, but the Insurer does not exercise their right to terminate the coverage within 30 (thirty) calender days after the Insurer becomes aware of the violation.
- c. If the Insured has not paid the premium to the Insurer within the stipulated period after the policy provisions and/or within the stipulated time period, this Policy will be cancelled automatically without having to issue a cancellation recommendation starting from the expiration date of the grace period and the Insurer is released from all liablity for losses from that date.

## **Premium Payment Procedure**

- 1. If the insurance period is less than 30 days, the premium must be paid in full before the policy is issued and specifically for the Insurance Period that are 30 days or more or an annual policy, the premium must be paid and actually received in full by Great Eastern (or the intermediary through whom this policy is enforced) within 30 days from:
  - a. the date on which the coverage under the policy, renewal certificate or insurance memorandum takes effect, or
  - the effective date of any endorsement, if any, issued under the said policy, certificate of renewal or insurance memorandum.
- Premium payment can be made by cash, cheque, bilyet giro, transfer or by other means agreed between the Insurer and the Insured.



The insurer is deemed to have received the premium payment when:

- a. Receipt of cash payment, or
- b. The premium, in question has been entered into the insurer's bank account, or
- 3. In the event that the premium payable is not paid and is not actually received in full by Great Eastern (or the intermediary through whom this policy is applied) within the period referred to above, then:
  - a. Coverage under the policy, renewal certificate, insurance note or endorsement is automatically terminated immediately after the expiration of the said payment limitation period;
  - Automatic termination of coverage will not reduce any liability incurred during the premium payment period;
     and Great Eastern is entitled to a premium for the time spent by calculating the prorate premium.

#### **Procedure for Submitting a Claim**

- 1) The Insured first reports the occurrence of an event that causes a loss to the Insurer within 7X24 hours after the event that causes a loss occurs,
- 2) The Insured immediately sends claim documents to the Insurer within 30 days from the event that gave rise to the claim in the form of:
  - a. Claim report form;
  - b. Photocopy of Policy;
  - c. Minutes from the local police chief or a statement from the village head or sub-district head regarding the incident;
  - d. Report as detailed and complete as possible on the matter which according to their knowledge caused the loss or damage;
  - e. Information and other relevant evidence, which is reasonable and appropriate to be requested by the Insurer.
- 3) Provide the Insurer with all information and documentation that the Insurer requests. If the Insurer requests it, the Insured must provide the Insurer with a statement that verifies the truth of the Insured's claim and matters relating thereto; and promptly send the Insurers any court documents or other communications the Insured has received regarding the claim.
- 4) The Insured could contact the Head Office:

PT Great Eastern General Insurance Indonesia MidPlaza 2, 23rd Floor. Jl. Jenderal Sudirman Kav.10-11, Jakarta 10220, Indonesia Operational Hours: 8.30 AM – 5.30 PM from Monday to Friday (Except for Holidays) Phone. +6221 5723737

Phone. +6221 5723737 Fax +6221 5710547-48

Email: wecare-id@greateasterngeneral.com

#### **Claim Payment**

The Insurer is obliged to complete the payment of claim within 30 (thirty) calendar days from the date of written agreement between the Insurer and the Insured or certainty regarding the amount of claim to be paid.

#### Service and Complaint Procedure

If the Insured is not satisfied with the Insurer's products and services and wants to submit a complaint, please contact the Insurer via:

PT Great Eastern General Insurance Indonesia

MidPlaza 2, 23rd Floor. Jl. Jenderal Sudirman Kav.10-11, Jakarta 10220, Indonesia

Operational Hours 8.30 AM – 5.30 PM From Monday to Friday (Except for Holidays)

Phone +6221 5723737

Fax +6221 5710547-48

Email: wecare-id@greateasterngeneral.com

Please complete the Insured's complaint submission by including your personal data and No. Policy or No. Insured Certificate and other information relating to the Insured's complaint. Service and complaint procedures are as follows:

If an agreement is not reached for the settlement of the complaint, the Insurer will assist the insured to be able to resolve the dispute either through a court or a mediation agency, or the Insured may submit an application to the Financial Services Authority to facilitate settlement.

- Record receipt of complaints (in writing) 2 working days
- Temporary Response (if needed) 10 working days
- Final resolution 20 working days

In the event that a dispute arises between the Insurer and the Insured as a result of the interpretation of the responsibility or amount of compensation from this Policy, the dispute will be resolved through a reconciliation or deliberation by the Insurer's internal unit which handles Services and Complaints for Consumers. Disputes arise since the Insured has stated in writing his disagreement on the matter in dispute. Settlement of disputes through reconciliation or deliberation is carried out within a maximum period of 60 (sixty) calendar days from the onset of the dispute.



If the settlement of the dispute through reconciliation or deliberation as regulated in paragraph 1 does not reach an agreement, then the disagreement must be stated in writing by the Insurer and the Insured. Furthermore, the Insured can choose dispute resolution out of court or through court by selecting one of the dispute resolution clauses as set out below.

## A. ALTERNATIVE FINANCIAL SERVICES SECTOR DISPUTE SETTLEMENT INSTITUTIONS

It is hereby stated and agreed that the Insured and the Insurer will settle the dispute through the Financial Services Sector Alternative Dispute Resolution Institution under the Financial Services Authority.

#### B. COURT

It is hereby stated and agreed that the Insured and the Insurer will settle the dispute through the District Court in the territory of the Republic of Indonesia.

## **SIMULATION**

### **Premium and Rate Simulation**

- a. The insured value is agreed with the Sum Insured Rp. 10.000.000.000
- b. According to the company rater, it is known that the rate for this occupation is 0.2% of the company's Turnover (eg Turnover of 60,000,000,000.-)
- c. The Premium is paid Rp.  $60.000.000.000 \times 0.02\%$  = Rp. 12.000
- d. Additional the cost of the policy and stamp duty of Rp. 60.000

#### **Claim Payment Simulation**

- a. There is a claim due to the negligence of the insured and the claim is RP. 150,000,000.-
- b. The demand for reimbursement of medical expenses is Rp. 5,000,000.-
- c. After analysis by the insurance company, the claim is covered in the policy.
- a. Deductible / own risk is Rp. 25,000,000-
- b. Total claim payment is Rp 125.000.000

## ADDITIONAL INFORMATION

## Important Definitions:

- a. "Insured" means the insured listed in the Schedule of Insurance.
- b. "Insurance Period" means the period specified in the Schedule for which the insurance coverage provided by this Policy applies.
- c. "Policy" includes this Policy Agreement, Schedule of Coverage and documents issued at a later date to the Insured, which amend the Policy Agreement or Schedule of Coverage.
- d. "Business" means Insured's trade or occupation, which is described in the Schedule and is carried out in and from the Location

#### **Product Terms and Condition**

- a. The minimum age for the insured is 18 years and has a personal identity (KTP).
- b. The sum insured varies according to the agreed replacement value.

## Disclaimer (important to read):

- I. Proffesional indemnity Insurance is an product owned by PT Great Eastern General Insurance Indonesia
- 2. You have read, received an explanation, and understand the Proffesional indemnity Insurance product according to the Product and Service Information Summary.
- 3. This summary of product and service information is not part of the insurance and policy application
- 4. You are required to read, understand, and sign the application for insurance and policy applications.
- The information included in this Product and Service Information Summary is effective as of the date of printing of the document.
- 6. You must carefully read this Summary of Product and Service Information before agreeing to purchase the product and have the right to ask the employees of the Insurance Company for all matters related to this Summary of Product and Service Information.
- 7. The information contained in this summary is subject to the terms, conditions and exclusions to the wording of the Policy, a copy of which can be obtained from PT Great Eastern General Insurance Indonesia.
- 8. If an agreement is not reached for the settlement of the complaint, we will assist you to be able to resolve the dispute either through the courts or through a mediation body, or you can submit an application to the Otoritas Jasa Keuangan to facilitate the settlement.



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