

**MARINE PROTECTION & INDEMNITY INSURANCE  
QUOTATION**

**TYPE:** MARINE PROTECTION & INDEMNITY INSURANCE

**FORM:** MARINE P&I POLICY

**ASSURED:** PT. INDONESIA BERLIAN LINES AS OWNERS AND/OR OPERATORS AND/OR SUBSIDIARY COMPANY AND/OR OTHER COMPANIES OWNED, OPERATED, MANAGED OR CONTROLLED FOR THEIR RESPECTIVE RIGHTS AND INTERESTS

**ADDRESS:** JAKARTA

**PERIOD:** 16/05/2009 TO 16/05/2010  
BOTH DATES INCLUSIVE AT 12 O'CLOCK NOON JAKARTA TIME

**VESSEL(S):**

NAME	: BERLIAN ABC
TYPE	: GENERAL ACARGO SHIP
MATERIAL	: STEEL
YoB	: 1984
GRT	: 3951
NRT	: 2551
CLASS	: BKI

**INTEREST:** ON PROTECTION & INDEMNITY COVER

SECTION A – GENERAL POLICY TERMS AND CONDITIONS  
SECTION B – PROTECTION AND INDEMNITY COVER

**LIMIT OF LIABILITY:** US\$ 5,000,000 COMBINED SINGLE LIMIT ANY ONE ACCIDENT OR OCCURRENCE

**DEDUCTIBLES:**

- US\$10,000 IN RESPECT OF CARGO EACH CARGO VOYAGE
- US\$15,000 IN RESPECT OF COLLISION CLAIMS ANY ONE ACCIDENT OR OCCURRENCE
- US\$25,000 IN RESPECT OF ALL CLAIMS FOLLOWING ACTUAL AND/OR CONSTRUCTIVE TOTAL LOSS OF THE VESSEL
- US\$10,000 IN RESPECT OF POLLUTION LIABILITY ANY ONE ACCIDENT OR OCCURRENCE
- US\$ 2,500 IN RESPECT OF CREW LIABILITY CLAIMS, ANY ONE ACCIDENT OR OCCURRENCE
- US\$ 2,500 IN RESPECT OF ALL OTHER CLAIMS, ANY ONE ACCIDENT OR OCCURRENCE

WHEN ONE INCIDENT GIVES RISE TO CLAIMS OF A DIFFERENT NATURE, THE AGGREGATE OF ALL CLAIMS SHALL BE SUBJECT TO THE HIGHEST DEDUCTIBLE APPLICABLE TO ANY ONE SUCH CLAIM

**CONDITIONS:** ON PROTECTION & INDEMNITY AS PER SECTION A, B AND E OF QBE MARINE P&I COVER

INCLUDING 1/4THS COLLISION LIABILITY (RDC) IN ACCORDANCE WITH CLAUSE 8 OF SECTION B

INCLUDING CARGO LIABILITY

INCLUDING CREW LIABILITY

EXCLUDING LIABILITY FOR POLLUTION DAMAGE FROM ANY OIL PRODUCTS CARRIED AS CARGO

CANCELING RETURNS ONLY, NOTWITHSTANDING CLAUSE 26 OF SECTION B

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE.  
A person who is not a party to this insurance policy shall have no right under the Contracts (Rights of Third Parties) Act 1999 (UK) or other substantively similar legislation, to enforce any of its terms.

ABSOLUTE ASBESTOS EXCLUSION CLAUSE.

This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE 10.11.03.

**TRADING LIMIT:** WARRANTED TRADING WITHIN **INDONESIAN** WATERS ONLY

**WARRANTIES:** WARRANTED VESSEL **BKI** CLASSED AND CLASS MAINTAINED THROUGHOUT THE DURATION OF POLICY.

WARRANTED ALL LOCAL STATUTORY REGULATIONS AND RECOMMENDATIONS TO BE FULLY COMPLIED WITH AT ALL TIMES

WARRANTED ALL TRADING CERTIFICATES VALID THROUGHOUT THE DURATION OF POLICY

WARRANTED ALL SHIP DOCUMENTS / CERTIFICATES VALID THROUGHOUT THE DURATION OF POLICY

WARRANTED VESSEL ISM COMPLIANT, IF APPLICABLE

WARRANTED NO LOGGING

WARRANTED THE INSURED VESSEL(S) TO BE INSURED UNDER HULLS IN ACCORDANCE WITH CLAUSE 25 OF SECTION B.

WARRANTED THAT CARGO WHERE APPROPRIATE IS LOADED, STOWED AND SECURED WITH LASHINGS IN ACCORDANCE WITH IMO CODES

DEFERRED PREMIUM PAYMENT WARRANTY

Warranted first and second installment to be paid within 30 days from the commencement of this insurance and second and subsequent installments are due on 60<sup>th</sup>, 90<sup>th</sup> and 120<sup>th</sup> days from inception otherwise insurance automatically cancelled with the Company accepting no liability arising from any accident. In the event of Total or Constructive Total Loss, all future installments become immediately due.

**SURVEY WARRANTY:** Warranted full condition survey, crew competency and approval of vessel's trading area to be carried out by **approved surveyors** within 30 days from inception, and all recommendations to be complied with and certified by attending surveyor by the date specified by the attending surveyor. Underwriter(s) shall be entitled to receive a copy of any recommendation(s) and/or report(s) directly from surveyor.

In the event of a claim arising,

- (i) where in the opinion of the surveyor, any defect which would have been discovered had the condition survey already taken place, caused or contributed to the loss in respect of which the claim is made.
- (ii) Where the proximate cause is due to assured non-compliance of surveyors's recommendation(s)

Underwriter(s) shall reserve the rights on cover effected in respect of insured vessel, notwithstanding all other terms and conditions of the policy

**FIXED PREMIUM:** AS ARRANGED

**UNDERWRITERS:** PT ASURANSI XYZ INDONESIA (SHARE: 100%)

**DATE OF ISSUE** 16/05/2009