



IKHTISAR POLIS ASURANSI
POLICY SCHEDULE

POLIS STANDAR AS. GEMPA BUMI INDONESIA SYARIAH

<u>No Polis</u>	: 11001522000202	RENEWAL
<u>Policy Number</u>		
<u>Nama Peserta</u>	: INDONESIA FLYING CLUB	
<u>Name of Participant</u>		
<u>Alamat Peserta</u>	: HANGGAR IFC LAPANGAN UDARA PONDOK CABE	
<u>Address of Participant</u>		
<u>Jangka Waktu Asuransi</u>	: Mulai dari tanggal 14 Mei 2020 sampai dengan 14 Mei 2021 , kedua tanggal tersebut pada pukul 12.00 siang waktu setempat dimana harta benda yang diasuransikan berada <i>Commencing from May 14, 2020 To May 14, 2021 both days at 12 o'clock noon, local time at the location of the insured property.</i>	
<u>Period of Insured</u>		
<u>Propinsi</u>	: BANTEN	
<u>Province</u>		
<u>Kota / Kotamadya</u>	: TANGERANG	
<u>City</u>		
<u>Lokasi Risiko</u>	: HANGGAR IFC LAPANGAN UDARA PONDOK CABE 15418	
<u>Risk Location</u>		
<u>Zona Aktivitas</u>	: Earthquake: 4 Volcanic Eruption: 4 Tsunami: 4	
<u>Activity Zone</u>		
<u>Kode Okupasi</u>	: Hanggar (Aircraft)	
<u>Risk Occupation</u>		
<u>Kategori Bangunan</u>	: DWELING/DOMESTIC/OFFICE/SIMPLE TRADING RISKS UP TO 3 STORIES	
<u>Building Category</u>		
<u>Kelas Konstruksi</u>	: NON DWELLING HOUSE - STEEL, WOOD, REINFORCE CONCRETE = 9 STORIES	
<u>Construction Class</u>		
<u>Tahun Pembangunan</u>	: 2018	
<u>Year Built</u>		
<u>Kapasitas Bangunan</u>	: Up to 3 stories	
<u>Building Storey</u>		
<u>Jaminan</u>	: <u>Jaminan Utama</u>	
<u>Coverage</u>	- Earthquake (4.2)	
<u>Nilai Asuransi</u>	: SECTION I - Material Damage	
<u>Sum Insured</u>	- Bangunan Hanggar	: IDR 2,000,000,000.00
	Total Nilai Asuransi	: IDR 2,000,000,000.00

Original



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This page is a forming part of Policy No

- Klausula**
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Resiko Sendiri
Deductible

- Earthquake (4.2) : 2.5 % of Total Sum Insured any one occurrence

Earthquake (4.2)	:	1.43000 %
IDR 2,000,000,000.00 x 1.43000000%	:	IDR 2,860,000.00
Policy Cost	:	IDR 50,000.00
Stamp Duty	:	IDR 6,000.00
Total Kontribusi	:	IDR 2,916,000.00

Polis ini merupakan konjungsi dari polis nomor : 11001542000111
This Policy is issued in conjunction with Policy number(s) .

Polis ini merupakan perpanjangan dari polis nomor : 11001521900217
This Policy is issued in renewal with Policy number(s) .

Dengan Kesaksian Yang Bertanda Tangan di bawah ini yang diberi wewenang sepatutnya oleh Pengelola dan atas nama Pengelola telah membubuhkan tanda tangannya .
In witness whereof the Undersigned being duly authorized by the Operator and on behalf of the Operator has (have) hereunto set his (their) hand(s).



Original



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JAKARTA, 14 Mei 2020

PT. ASURANSI TRI PAKARTA

BEA MATERAI LUNAS
Rp. 6000,-



PT. ASURANSI TRI PAKARTA
SYARIAH
KANTOR CABANG SYARIAH, JL. FALATEHAN I NO. 17-19, JAKARTA 12160
Ph.021-7247910 Fax.021-7247628

PT. ASURANSI TRI PAKARTA

Attaching to and forming part of Policy No. 11001522000202

Clauses

CYBER EXCLUSION CLAUSE - NMA 2915 ELECTRONIC DATE ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC**

DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril, listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this

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Policy, then

the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up

or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis

of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to be value of

such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

DEFINITION CLAUSE

In consideration of this policy, all the following terms are interpreted as follows :

Syari`ah Insurance is the way to protect, share and mutual assistance among the participants through the collection of Tabarru` Fund. The fund is managed and invested against particular risks according to the takaful contract (aqad).

Contract (Aqad) is the relation of offer (ijab) and acceptance (qabul) on to an object according to the takaful method.

Wakalah bil ujah is the contract of given authority from the participant to Insurance Company (Operator) to manage the fund and/or other activities with the repayment of fee (ujrah).

Contribution is the amount paid by the participants to operator. Part of it is to be managed as a Tabarru` Fund and the other part as a fee (ujrah) to the operator according to the contract (aqad).

Tabarru` Fund, the fund that is granted by the participants to the mutual group and managed by operator. It will be used as a mutual fund to help every participant who suffers damages covered by this policy.

Ujah is part of contribution fund that is granted by the participant to the operator as management fee for the operation of the syariah insurance. The proportion of the ujah amount must be agreed from the beginning of the contract.

Surplus/Deficit of Tabarru` Fund is the surplus / deficit from Tabarru` Fund that is collected in a particular period, after payment of claims, re-takaful contribution and other reserves according to the takaful method and a valid regulation / law.

Al-Qardh Al-Hasan is a pure loan from the capital of operator to the Tabarru` Fund, in the event that Tabarru` Fund is not enough to pay the claims. The refund of this loan is subject to the principal only, plus the reasonable administration fee (if required), when there is a surplus from Tabarru` Fund in the next periods.

Technical Reserve is an amount of fund allocated for payment of claims that has been approved but has not been paid (unpaid claim), or for the unreported claims, and for the calculation of unused contribution of the insurance period.

Operator is the substitute of Insurance Company or Insurer

Participant is the substitute of Insured

Contribution is the substitute of premium

DISPUTE CLAUSE (Syariah)

1. In the event of any dispute arising between the Operator`s and the Participant as consequence of the interpretation of

liability or amount of indemnity of this Policy, the dispute shall be settled amicably by the complaint handling and resolution unit of the Operator`s within 60 (sixty) calendar days from the dispute arose. The dispute arises since the Participant has expressed disagreement in writing on the subject matter of the dispute.

2. If the dispute could not be settled amicably as provided in paragraph (1) above, both the Operator`s and the Participant

shall make statement of disagreement in writing. Then the Participant shall choose to settle the dispute through

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out

of the court or court settlement by selecting either one of the following dispute settlement clauses as stated below.

A. ALTERNATIVE DISPUTE RESOLUTION BODY

It is hereby declared and agreed that the Participant and the Operator's shall settle the dispute through the Indonesian

Insurance Mediation and Arbitration Board (BMAI) subject to the terms and procedures of BMAI or any other alternative insurance dispute resolution body which is registered in the Financial Services Authority.

B. COURT

It is hereby declared and agreed that the Participant and the Operator's shall settle the dispute through the Court

(Pengadilan Agama) within the territory of the Republic of Indonesia.

INFORMATION TECHNOLOGY HAZARD CLARIFICATION CLAUSE (NMA 2912)

Losses otherwise recoverable under this Contract arising directly or indirectly out of

- i) loss of, or damage to, or
- ii) a reduction or alternation in the functionality or operation of

A computer system, hardware, programme software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non computer equipment, whether the property of the policy holder of the reinsured or not.

Shall be aggregated

If such losses are caused directly by one or more of the following physical perils, namely

Theft of equipment collision, sinking grounding or scranding of carrying vessel, overturning or derailment of land conveyance, jettison, or washing overboard, fire, lighting, explosion, aircraft or vehicle impact falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

NUCLEAR ENERGY EXCLUSION CLAUSE 1994 - NMA 1975 (A) (WORLDWIDE EXCLUDING USA AND CANADA)

This Reinsurance shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this Reinsurance Nuclear Energy Risks shall be defined as all first party and/or third party insurance (other than Workers Compensation and/or Employers Liability) is respect of:

- (I) All Property on the site of a nuclear Reactors, reactor buildings and plant equipment therein on any site other than a nuclear power station
- (II) All Property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for :
 - (a) The generation of nuclear energy ; or
 - (b) The Production, Use or storage of Nuclear Material

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- (III) Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and service to any of the sites, described in (I) to (iii) above, unless such Insurances or reinsurances shall exclude the perils of Irradiation and contamination by Nuclear Material.

Except as undemoted, Nuclear Energy Risks shall not Include:

- (a) Any Insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors plant and equipment)
- (b) Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of (a) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any Insurance or reinsurance whatsoever in respect of :
- (a) Nuclear Material;
- (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association
- (2) The provision of any insurance or reinsurance for the undernoted perils:
- Fire, Lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devioss or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association:
- In respect any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means;

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, other alone or in combination with some other material; and
- (II) Radioactive Product or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial pupose

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"Nuclear Installation" means;

- (I) Any Nuclear Reactor;
- (II) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel ; and
- (III) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without and additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture enrichment, conditioning, processing, use, storage handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means;

- (I) For nuclear power stations and Nuclear Reactors, the vessel or Structure which immediately contains the core (Including its support and shrouding) and all the contents thereof, the fuel elements, the control rods the irradiated fuel store; and
- (II) For non-reactor Nuclear Installations any area where the level of radioactivity requires the provision of biological shield

OCCUPATION AND /OR ILLICIT OBJECT CLAUSE

It is hereby declared and agreed that the contract (aqad) should be cancelled automatically at the beginning of the policy period if the insurable object in this Takaful Insurance is used for activities for and/or contains the illicit commodities, including but not limited to the following :

1. Transaction that contains of gambling (Maysir)
2. Transaction that contains of immoral acts, such as pornography, porn acts and the like
3. Illicit commodities (Haram), such as NAZA, pork, dog, liquor, alcoholic drinks and descendant products
4. Fictitious transaction (Gharar)
5. Transaction that contains of injustice / exploitation (Zulum)
6. Transaction that contains of interest (Riba)
7. Transaction that contains of bribe (Riswah)

SANCTION LIMITATION AND EXCLUSION CLAUSE - JW2010/004

No (re)takaful operator shall be deemed to provide cover and no (re)takaful operator shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)takaful operator to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of European Union, United Kingdom or United States of America.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE (NMA 1685)

This Insurance does not cover any liability for :

- (1). Personal Injury or Bodily Injury or loss of damage to or loss of use of property directly or indirectly caused by

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seepage,

pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily

Injury or Loss of Physical Damage to or destruction of tangible property, or loss of use of such property damage or

destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening

during the period of this Insurance.

(2). The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution

or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.

(3). Fines, penalties, punitive or exemplary damage

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

TERRORISM AND SABOTASE EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by assaulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

EXTRA CONTRACTUAL OBLIGATION EXCLUSION CLAUSE

All cover in respect of extra-contractual obligations howsoever arising, such extra-contractual obligations being defined as any award made by a court of competent jurisdiction against an insurer, which award is not within the coverage granted by any insurance contract made between the parties in dispute, unless such extra-contractual obligation is incurred as a result of the Insured's participation in any insurance which provides cover for such obligation, it being understood and agreed that such loss results from a contractual liability incurred by the insured

LOSS NOTIFICATION CLAUSE (30 DAYS)

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertant delays, errors or omission in notifying the company more than 30 days of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

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TIME ADJUSTMENT CLAUSE (72 HOURS)

It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 constructive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regards to the excesses provided for herein. For the purpose of the foregoing the commencement of any such 72 Hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such 72 hour period in the event of damage occurring over a more extended period of time.

WAR AND CIVIL WAR EXCLUSION CLAUSE

This agreement does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

WARRANTY PAYMENT CLAUSE

1. Notwithstanding the provisions of Article 257 of the Commercial Code (Kitab Undang-Undang Hukum Dagang) and notwithstanding anything herein contained to the contrary, and subject only and without prejudice to clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, any Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the company:
 - a. When the period of insurance is 30 days or more, within thirty (30) days from the inception date of coverage under the Policy, Renewal Certificate, Endorsement or Cover Note.
 - b. When the period of insurance is LESS than thirty (30) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.
2. In the event any of the above mentioned premium is not paid in full to and received by the Company, as described above in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, any Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the company will be entitled to a pro-rata time on risk premium subject to a minimum of Rp.50,000.

WAIVER CLAUSE

It is hereby declared that in the event of the Insured or the Insurer terminates this insurance, then both parties agree to waive articles 1266 and 1267 of the Indonesian Civil Code and such termination shall be made without requiring any consent of the Court (Pengadilan Negeri) within the territory of the Republic of Indonesia.

KLAUSULA WAKALAH BIL UJRAH

1. Para Peserta bersepakat untuk melakukan *ta`awun* (saling menolong), *takaful* (saling menanggung) dan *ta`min* (saling melindungi) dalam menghadapi sesuatu musibah (kerugian).
2. Wujud kesepakatan tersebut, para Peserta melakukan Akad Tabarru`, yang berarti setiap Peserta saling memberi kontribusi dan menerima sumbangan guna menutup kerugian dalam jumlah yang disepakati jika terjadi suatu musibah.
3. Peserta memberi kuasa kepada PT. Asuransi Tripakarta Syari`ah (Pengelola) atas dasar *Akad Wakalah bil ujarah*

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untuk mengelola segala manajemen dan operasional asuransi. Dalam hal ini Peserta sebagai pihak yang memberikan perwakilan dan Pengelola sebagai pihak yang menerima perwakilan. Atas tugas dan tanggung jawab tersebut Pengelola berhak mendapatkan ujah (*fee*) yang telah disepakati sebesar 40% dari Dana Kontribusi Peserta (antara lain untuk biaya operasional) dan 60% masuk kedalam Rekening Dana Tabarru`. Khusus untuk lini usaha Marine Hull dan Engineering, Pengelola berhak mendapatkan ujah (*fee*) yang telah disepakati sebesar 30% dari Dana Kontribusi Peserta.

4. Rekening Dana Tabarru` yang terbentuk merupakan gabungan dari tabarru` seluruh lini usaha.
5. Sebagian dari Dana Tabarru` yang terkumpul, akan diinvestasikan sesuai prinsip syariah dan hasil investasinya akan dimasukkan seluruhnya ke dalam Rekening Dana Tabarru` yang antara lain dipergunakan untuk membayar klaim atas musibah (kerugian) yang menimpa Peserta.
6. Apabila Dana Tabarru` tidak mencukupi untuk menutup beban asuransi, maka Pengelola akan memberikan pinjaman suka rela atas dasar Al-Qardlu al-Hasan/Pinjaman Kebajikan. Dana yang telah dikeluarkan Pengelola tersebut akan dikembalikan/diperhitungkan kembali dari kontribusi/dana tabarru` Peserta.
7. Apabila pada akhir periode pertanggung jawaban terdapat kelebihan (*surplus*) dalam pengelolaan dana Tabarru` maka peserta dengan ini menyetujui untuk membaginya dengan persentase pembagian sebagai berikut :
 - Dibagikan sebesar 10% kepada peserta yang memenuhi syarat :
 - **Masa (periode) asuransi minimum 1 (satu) tahun**
 - Peserta tidak pernah menerima pembayaran klaim atau tidak sedang mengajukan klaim
 - Polis tidak dibatalkan pada masa (periode) pertanggung jawaban
 - Peserta telah melunasi kontribusi yang menjadi kewajiban untuk periode yang baru saja berakhir
 - Dibagikan kepada pengelola sebesar 60%
 - Disimpan sebagai dana cadangan pada akun Tabarru` sebesar 30%
8. Apabila Surplus yang menjadi hak masing-masing peserta dalam satu periode tersebut kurang dari atau sama dengan Rp. 25.000,00 (Dua Puluh Lima Ribu Rupiah) maka peserta mewakilkan kepada pengelola untuk secara langsung menyalurkan kepada Lembaga Amil Zakat yang ditunjuk.