



Standard Terms of Business

Client Service & Compliance Terms



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OJK KEP-8019/MD/1986 & Member of APPARINDO # 005 – 1986

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1. INTRODUCTION

This document sets out the standard terms of engagement between you (the “Client”) and PT Mitra Iswara & Rorimpandey (“MIR”, “we”, or “our”) in our role as your appointed insurance broker and risk advisor.

It governs our professional relationship and outlines the scope of services we provide concerning insurance coverage that we place or arrange on your behalf. These terms are designed to promote transparency, define mutual responsibilities, and ensure compliance with all applicable legal and regulatory requirements.

By continuing to engage MIR for brokerage and advisory services, you confirm that you have read, understood, and agreed to the contents of this document. If any part of this agreement is unclear or requires clarification, you are encouraged to contact your MIR advisor directly.

2. ABOUT MIR INSURANCE BROKERS

PT Mitra Iswara & Rorimpandey (MIR Insurance Brokers) is an independent intermediary that provides transactional and advisory services for your insurance needs. We advise on various general and specialised insurance products and solutions, tailored to business clients across diverse sectors.

MIR is registered in Jakarta and licensed by the Indonesian Financial Services Authority (OJK) under registration number KEP-8019/MD/1986. We are also a proud member of the Indonesian Insurance and Reinsurance Broker Association (APPARINDO), membership number 005-1986.

We act exclusively in the interest of our clients. MIR does not underwrite or sell insurance directly; we serve as your appointed broker, advising on appropriate protection strategies and placing insurance coverage with selected licensed insurers.

Our areas of expertise include:

- Property & Industrial Risks
- Construction & Engineering
- Marine, Aviation, and Logistics
- Employee Benefits
- Liability and Financial Lines

Our head office is located at:

Wisma Slipi, 9th Floor
Jl. S. Parman Kav.12, Slipi, Jakarta Barat 11480

We also maintain branch offices in Surabaya, Semarang, Bandung, Denpasar, Makassar, and Balikpapan, enabling us to serve clients across Indonesia.

3. OUR SERVICES

MIR is an independent insurance intermediary. We act exclusively on your behalf and in your best interests. We are not financially or otherwise tied to any insurer. Our duty is to conduct business with care, skill, and integrity, and to ensure that our advice and placements always reflect your needs.

In limited circumstances, we may also act for or owe duties of care to other parties. If this occurs, we will inform you and explain any potential conflict of interest. We will take no further action until we have received your informed consent to proceed.

You will be assigned one or more MIR Advisors to act as your primary point(s) of contact. They will be responsible for the services related to each insurance policy we arrange or administer on your behalf. We aim to ensure continuity, accountability, and responsiveness in all service delivery.

In some cases, and subject to agreement, we may also provide additional services beyond our core offering. Where applicable, these services may be subject to separate remuneration.

3.1. Placement Services

As your appointed broker, we identify appropriate insurance providers and negotiate suitable terms on your behalf. This includes:

- Assessing your risk profile and coverage requirements
- Preparing insurance submissions and approaching insurers
- Comparing quotations and insurer terms
- Recommending placements for your approval
- Binding coverage and confirming documentation
- Providing formal evidence of cover and policy schedules

We act independently, in your interest, and according to your instructions when placing coverage.

3.2. Risk Advice and Support Services

In addition to placing insurance, we support you throughout the policy lifecycle. These services include:

- Advising on policy structure and scope
- Identifying potential gaps or duplication in coverage
- Supporting tender responses or audit requirements
- Assisting with claims preparation and positioning
- Managing mid-term changes, endorsements, or amendments
- Providing proactive renewal planning and programme reviews

We aim to deliver insurance solutions that meet your objectives effectively and efficiently.

4. OUR STATUS AS YOUR BROKER

MIR is a licensed insurance broker. We are not an insurer, underwriter, or claims payer. We do not issue policies or accept any insurance risk. Our responsibility is to act as your intermediary, offering independent advice, placing coverage with insurers on your instruction, and supporting you throughout the duration of your policy.

When sourcing, negotiating, and recommending insurance options, we operate exclusively in your interest. While we communicate directly with insurers and may assist during claims or endorsements, we do so as your representative. We do not represent or act on behalf of any insurer.

If circumstances arise where MIR is asked to act for another party in a related transaction, we will inform you and seek your informed consent before proceeding. In cases of conflict, we will not take further action until we receive your agreement.

5. SCOPE OF SERVICES

MIR provides a comprehensive brokerage service across all stages of your insurance lifecycle, from initial quotation to placement, documentation, and ongoing policy administration. The services listed below reflect our core obligations under this agreement and outline what you can expect when working with us.

5.1. Obtaining Quotations

We will assess your insurance needs, discuss the required scope of cover, policy limits, and cost expectations with you or your authorised representatives. Upon receipt of your instructions, we will prepare insurer submissions and approach one or more insurers for competitive quotations.

Where appropriate, we will:

- Present all available quotations upon your request
- Advise you on differences in structure (e.g. single insurer vs co-insurance)
- Identify any gaps or restrictions in the available terms
- Provide a clear summary of the benefits, conditions, exclusions, and restrictions
- Support your evaluation and respond to any questions about the proposed coverage

We aim to carry out this work promptly and transparently, keeping you informed throughout the quotation process.

5.2. Placement of Insurance

Once you have selected a preferred insurer and confirmed instructions, we will:

- Confirm final placement terms and bind coverage on your behalf
- Coordinate any documentation and obtain policy schedules or cover notes
- Deliver written confirmation of placement, including a summary of insurers and their share of liability
- Provide a premium invoice (or debit note) showing any applicable insurance tax, duties, or charges

We use reasonable efforts to implement your insurance programme before the intended start date of coverage, renewal, or extension. If we are unable to secure coverage that matches your original requirements, we will notify you promptly and discuss alternative options.

5.3. Policy Administration and Support

MIR provides ongoing support for administrative matters related to your policy. These services include:

- Coordination of mid-term adjustments, endorsements, or declarations

- Issuance of certificates required for contractual compliance
- Renewal support, including early engagement with insurers (typically four weeks before expiry) and advice on any revised terms
- Maintenance of accurate client records, kept in accordance with legal and regulatory requirements
- Retention of documentation in secure physical or digital formats that are accessible and legible

We aim to ensure continuity of service and reduce administrative burden for your team.

5.4. Third-Party Providers

In some situations, we may engage other intermediaries or service providers to support delivering our services. This may include surveyors, engineers, or specialist advisors. We will only appoint such providers if we believe it is in your best interest and will seek your prior consent, which should not be unreasonably withheld.

We remain responsible for the quality of services provided by these third parties. We will ensure that any client data shared is treated with confidentiality and in accordance with relevant privacy standards.

5.5. Insurer Selection and Market Security

We seek to place your insurance with financially secure, reputable insurers. Our assessment is based on public financial data, including credit ratings from recognised agencies.

However:

- MIR does not act as an insurer, nor do we guarantee the solvency or performance of any insurer
- The final decision on insurer selection remains with you
- If you request placement with an insurer outside of our recommendations, we may ask you to sign a disclaimer
- Your premium obligations remain in force even if an insurer becomes insolvent

If you have any concerns about an insurer's financial standing, we encourage you to raise them with us immediately.

6. YOUR DUTY TO DISCLOSE INFORMATION

You are required to provide accurate, complete, and timely information to MIR so that we can assess your needs and present them appropriately to insurers. This obligation applies when first arranging insurance, at renewal, and whenever circumstances change during the policy period.

6.1. Legal Duty of Disclosure

You must disclose all material facts that could influence an insurer's decision to accept your risk, apply specific terms, or set pricing. This duty includes responding fully and honestly to any questions or requests made by insurers.

Please note:

- Insurers are not required to make further enquiries beyond what you provide.
- Failure to disclose material information may lead to claim denials, reduced claim payments, policy cancellation, or rescission.
- The duty to disclose continues at renewal and when arranging new insurance.

If you are uncertain whether something is material, we recommend disclosing it for our review. MIR will assist you with preparing submissions, but we are not responsible for delays, omissions, or misrepresentations in the information provided by you or your representatives.

6.2. Accuracy of Values and Limits

It is your responsibility to determine the correct sum insured or limit of liability for each policy. Many insurance contracts are subject to a Condition of Average. This means that if you are underinsured, the amount you receive from a valid claim may be proportionally reduced. You should ensure that declared values represent the full value at risk, which aligns with the basis of indemnity stated in the policy wording.

6.3. Completion of Forms and Documentation

Certain insurance classes require proposal forms, questionnaires, or declarations. You must complete these documents accurately and in full. While MIR may assist with guidance, we cannot complete or sign these documents on your behalf.

We may only bind the cover after receiving your formal written instructions. Amendments to existing policies must also be requested in writing and are only valid once confirmed by us in writing.

6.4. Documentation Review and Recordkeeping

We will send you documentation confirming the coverage arranged. You are responsible for reviewing this material and ensuring it accurately reflects your understanding and instructions.

If you identify any errors or omissions, you must notify us promptly. Otherwise, we will assume the policy is in accordance with your requirements.

Policy documentation should be retained securely. Some claims may arise long after a policy expires, and your ability to respond may depend on access to original records.

6.5. Information Confidentiality

All information and documents provided under this agreement are for your exclusive use. You agree not to share them with third parties without MIR's prior written consent.

6.6. Changes in Circumstances

You must notify us promptly of any changes in your circumstances that may affect the services we provide or the coverage you hold. These may include:

- Business activities
- Contractual obligations
- New assets or locations
- Corporate ownership or structure
- Jurisdictional changes

6.7. Third-Party Impacts and Authorisation

If you instruct us through a third party, such as a consultant, broker, or agent, that individual acts on your behalf. MIR may request confirmation of their authority, but we are not obligated to verify it. We will follow instructions from your authorised representative unless you notify us otherwise. You remain responsible for:

- Ensuring your representative has the correct authority
- Verifying that their instructions reflect your intentions
- Notifying us of any changes in representation

MIR is not liable for any inaccurate or incomplete information provided by your agent, or for exposure resulting from unauthorised actions taken on your behalf.

7. CLAIMS ASSISTANCE

MIR provides claims assistance for all insurance policies placed through us, unless otherwise agreed in writing. These services are offered during our appointment and may be extended beyond that period by mutual agreement. Where applicable, separate fees may apply for post-appointment claims support.

Our claims assistance includes:

- Advising you on immediate actions and policy requirements
- Assisting with claims notification and communication with insurers
- Coordinating required documentation and submission of forms
- Representing your interests in discussions with insurers or adjusters
- Supporting resolution efforts in line with policy terms and market practice

Where you choose to handle a claim directly with the insurer, MIR will still be available to provide advice and guidance as requested.

Please note:

- MIR is not responsible for the outcome or payment of any claim
- We do not pay or advance claim settlements to you
- Insurers will transfer claim funds directly to your designated account
- Our role may cease if you formally appoint another party to assume claims responsibilities

7.1. Client Responsibilities for Claims

You are responsible for notifying us of any claim or circumstance that may give rise to a claim, as outlined in your policy conditions. Failure to do so, especially within the stipulated timeframe, may entitle insurers to reject or reduce your claim.

We recommend that you:

- Review your policy documentation to understand claims conditions and procedures
- Notify MIR or the insurer immediately upon becoming aware of any potential incident
- Avoid admitting liability, accepting settlements, or taking any non-emergency action before receiving guidance from MIR or the insurer
- Take necessary emergency measures to protect life, health, or property, as permitted under the policy

When presenting a claim, you must disclose all facts that are material to the loss. Incomplete, delayed, or inaccurate claims reporting may impact your ability to recover under the policy.

8. PREMIUM PAYMENTS AND FINANCIAL TERMS

You are responsible for ensuring that all insurance premiums are paid in full, using cleared funds, by the payment date stated in our debit note or related documentation. These terms follow prevailing industry standards and regulatory guidelines.

We issue premium invoices that include:

- The gross premium agreed with the insurer
- Any applicable insurance premium tax, duties, or statutory charges
- The due date for payment and any conditions tied to coverage validity

Your failure to settle premiums by the due date may result in:

- Automatic policy cancellation by the insurer
- Denial or delay of claims
- Loss of coverage from inception, particularly if the policy includes a payment warranty

Please note:

- MIR is not obligated to pay premiums to insurers on your behalf until we have received cleared funds from you
- Invoices and payment documents should be reviewed carefully and settled in accordance with the stated terms

- If you identify discrepancies or anticipate delays, notify us immediately so we can assess available options

You remain liable for payment even where a policy is later cancelled due to late funds or other contractual breaches. We recommend ensuring internal payment processes allow for the timely settlement of insurance obligations.

9. CONFLICT OF INTEREST MANAGEMENT

MIR is committed to acting in your best interests at all times. We provide independent advice and broker placements based on what we believe most suits your needs, free from undue influence or hidden interests.

However, as an intermediary operating in a complex market, circumstances may arise where we are involved in a matter that presents a potential conflict of interest. For example, we may act for multiple clients whose interests differ or have a material interest in a related transaction or party.

We have established internal procedures for managing conflicts of interest. These include:

- Identifying potential or actual disputes at the earliest opportunity
- Disclosing the situation to you in clear terms
- Ensuring that any decision to proceed is made with your informed consent
- Managing the situation to avoid any prejudice to you or other parties

Where a conflict cannot be reasonably managed or resolved, we will withdraw from the matter unless you provide written consent for us to continue.

Our priority is maintaining transparency, impartiality, and fairness in all dealings. If you ever have concerns about a possible conflict, we encourage you to raise them with your MIR advisor directly.

10. PRIVACY AND DATA PROTECTION

MIR is committed to safeguarding the confidentiality and integrity of all information provided by clients when delivering our services. We handle your data in accordance with applicable Indonesian data protection regulations and industry best practices.

We treat all personal and business information you share with us as confidential, and we will not disclose it without your prior consent, except where disclosure is necessary for the provision of services or required by law.

We may disclose your information without prior consent only when:

1. Required to do so by law, regulation, or legal authority
2. Necessary to share with insurers, surveyors, or loss adjusters to facilitate placement or claims
3. Requested by loss assessors, legal counsel, or professional advisors acting on your behalf
4. Needed by premium finance providers if you opt for premium payment plans
5. Required by companies or service providers appointed by MIR to assist in delivering or managing our services

We may also use information you provide to generate anonymised data sets or sector-wide insights. These will never reveal your identity unless you have given express consent.

You are responsible for ensuring that all personal or sensitive data you disclose to us has been collected lawfully, and that relevant parties have provided the necessary consent. By providing your information in the ordinary course of insurance placement, administration, or claims handling, you are deemed to have permitted MIR to process it for these specific purposes.

11. LIMITATIONS OF LIABILITY

MIR will perform its services with reasonable care, skill, and diligence. However, our liability to you under this agreement is limited to ensuring a fair and proportionate allocation of risk between the parties.

Our total aggregate liability, whether arising from breach of contract, negligence, statutory duty, misrepresentation, or any other legal cause, will be limited to the amount of brokerage or fees actually received by MIR for the specific services to which the claim relates.

We will not be liable for:

- Loss of revenue or profits
- Loss of opportunity, reputation, or anticipated savings
- Indirect or consequential losses

- Increased costs of doing business
- Punitive or exemplary damages

This limitation applies to claims arising from the actions or omissions of MIR, its employees, agents, or subcontractors.

By instructing MIR to place insurance coverage or pay related premiums or fees, you agree to these limitations of liability. If you wish to discuss alternative arrangements or require a higher liability cap, please notify us in writing before our services commence.

12. ENDING OUR SERVICES

Either party may terminate this agreement at any time by providing not less than 30 days' written notice to the other party. Termination will not affect any rights or obligations that have accrued before the effective termination date.

After termination, MIR will no longer be responsible for providing services unless specifically agreed in writing. This includes, but is not limited to, policy administration or claims assistance.

If you appoint a new broker, we will cooperate in transferring relevant records and claims files in accordance with your written instructions. Should you request MIR to continue handling claims after termination, and we agree to do so, we reserve the right to charge a reasonable fee for this service.

Please note:

- Commission earned by MIR for arranging insurance is considered fully earned at the policy's inception. Any unpaid commission becomes immediately payable upon termination of our appointment.
- This agreement may be terminated immediately by either party if:
 - There is a material breach of the agreement
 - Either party ceases, or threatens to cease, trading
 - Either party becomes insolvent or subject to liquidation, receivership, or similar proceedings
 - Regulatory permissions are revoked in a manner that materially affects our ability to perform services under this agreement

Unless otherwise agreed in writing, MIR is not obligated to continue providing services after the termination date.

13. GOVERNING LAW AND JURISDICTION

This agreement is governed by, and shall be construed in accordance with, the laws of the Republic of Indonesia.

Both parties agree that any dispute, controversy, or claim arising out of or in connection with this agreement, including its interpretation, performance, or termination, that cannot be resolved amicably, shall be submitted to the exclusive jurisdiction of the courts of Indonesia.

Unless otherwise agreed in writing, this jurisdiction applies to all matters arising from, or related to, the services provided under this agreement.

14. HOW TO RAISE CONCERNS OR COMPLAINTS

At MIR, we are committed to maintaining high standards of service. If you have a concern or complaint about any aspect of our work, we encourage you to raise it promptly so we can address the issue fairly and efficiently.

14.1. How to Submit a Complaint

- In the first instance, please raise the matter with the Associate assigned to your account
- If the issue cannot be resolved at that level, you may escalate your concern to our Board of Directors by writing to the address provided at the beginning of this agreement

14.2. Our Process

- We will acknowledge receipt of your complaint in writing within five working days
- Where possible, we will provide a resolution at the time of acknowledgement
- If further investigation is required, we will aim to issue a full written response within 20 working days from the date of acknowledgement

We will update you on our progress and provide an expected resolution timeline if more time is needed. We value all client feedback and view complaints as an opportunity to improve our service.

15. AGREEMENT TO TERMS

By instructing MIR to act on your behalf, or by continuing to engage our services, you confirm that you have read, understood, and agreed to be bound by the terms set out in this agreement.

If you do not understand anything in this document or require clarification, we encourage you to contact your MIR representative before proceeding.

These terms apply from the date of engagement and continue for the duration of our appointment unless amended by mutual written agreement.

16. COMMUNICATIONS AND NOTICES

MIR and the client will communicate using a combination of routine and formal methods throughout the duration of this agreement. This section outlines how electronic correspondence will be managed and sets out the procedures for delivering formal legal notices when required.

16.1. Electronic Communications

MIR and the client may exchange information electronically, including email and digital documents, concerning the provision of services under this agreement. By using electronic communication, both parties acknowledge and accept the associated risks, including:

- Interception or unauthorised access
- Corruption or alteration of data in transit
- Delays in delivery or receipt
- Exposure to viruses or harmful software

While MIR implements standard antivirus protections, you are responsible for scanning and validating any electronic communication you receive. You should verify message completeness and integrity before acting on it.

In the event of a dispute, neither party will contest the legal validity of an electronic communication. MIR's systems will serve as the definitive record of such correspondence.

16.2. Formal Notices

All formal notices related to this agreement must be made in writing. Notices will be appropriately considered given when:

- Delivered personally to the last known address of the receiving party
- Sent by registered post with return receipt requested, in which case they are deemed received three business days after the mailing date

Parties may also agree in writing to accept formal notices via email, subject to delivery confirmation.

17. CLIENT FUNDS

MIR handles client funds in accordance with regulatory requirements. All money received from or on behalf of clients, including premium payments and claim proceeds, is held in accounts segregated from MIR's operational funds. These accounts are maintained with duly licensed banks.

The types of funds we may hold include:

- Premiums due to insurers
- Refunds or returned premiums
- Claim settlements due to clients

While holding client funds, we may earn interest or benefit from foreign exchange differentials or investment returns on segregated balances. Unless otherwise agreed, any such interest or return that accrues before payment is due to the insurer or client will be retained by MIR and not passed on to you.

18. TAX RESPONSIBILITIES

MIR does not provide tax advice. We do not represent your tax position in relation to insurance proceeds or payments made under a policy arranged through us.

Any guidance or figures provided by MIR regarding regulatory or tax issues are based on publicly available information and our general experience. These should not be relied upon as a substitute for independent advice.

You are solely responsible for:

- Determining and fulfilling your tax obligations
- Making any necessary declarations to tax authorities
- Accounting for all sums received under your insurance contracts

We strongly recommend that you consult your tax and legal advisors regarding the tax implications of any insurance arrangement or claim payment.

19. REMUNERATION

MIR is compensated for its services primarily through brokerage; a commission paid by the insurer and calculated as a percentage of the premium you pay for your insurance coverage.

This brokerage:

- Is agreed with the insurer at the time of placement
- Forms part of the total premium cost
- Is fully earned by MIR once the insurance policy incepts, regardless of when the premium is paid

Please note that brokerage is non-refundable in the event of early termination, policy cancellation, or if you end our appointment after the policy has incepted. If MIR receives any form of additional remuneration or fee outside of standard brokerage, we will disclose this to you in advance, in accordance with applicable regulations and our commitment to transparency.

20. FINANCIAL CRIME AND SANCTIONS

MIR complies with all applicable laws and regulatory obligations relating to financial crime prevention and international sanctions. This section outlines the procedures we follow to safeguard against illegal activity and the responsibilities that apply to you as our client.

20.1. Prevention of Financial Crime

MIR is committed to complying with all applicable laws and regulations relating to financial crime, including anti-money laundering, anti-bribery, anti-corruption, and counter-terrorism financing laws.

To meet these obligations:

- We may require information or documents from you to verify your identity and the legitimacy of your transactions
- We will not process payments to third parties where we have no direct relationship or clear justification for their involvement
- If we suspect financial crime, we are legally obligated to report it to the relevant authorities, and we may be prohibited from notifying you of such actions

Both parties agree that they will not offer, solicit, or accept any bribe or improper payment, nor act in violation of any anti-bribery or anti-corruption legislation.

20.2. Sanctions Compliance

MIR complies with all applicable international sanctions regimes, including those issued by the United Nations, European Union, United States, and the Government of Indonesia. These may apply to certain individuals, entities, sectors, or geographic regions.

In line with these obligations, MIR may be required to:

- Refuse to process or administer a claim that may benefit a sanctioned party
- Decline the renewal of a policy linked to a sanctioned entity
- Freeze funds or restrict services, subject to applicable laws or licensing exceptions

Please be advised:

- MIR does not offer legal advice on sanctions compliance and cannot guarantee the position of insurers, financial institutions, or other market participants
- Sanctions applicability may vary depending on your corporate structure, location, the nature of coverage, or the insured activity
- You are responsible for assessing your exposure to sanctions and should seek legal counsel where appropriate

- You must notify MIR of any insurance requirements involving sanctioned territories or individuals

We cannot be held liable for the actions or decisions of third parties, including insurers, banks, or intermediaries, who may have their own sanctions restrictions or compliance policies.

21. FORCE MAJEURE

Neither MIR nor the client shall be considered in breach of this agreement, nor liable for any delay or failure to perform its obligations, where such delay or failure is due to events beyond that party's reasonable control.

These events may include, but are not limited to:

- Natural disasters (acts of God)
- Civil unrest or political disruption
- Labour disputes or industrial action
- Delays by insurers or third-party suppliers
- Fires, explosions, or sabotage
- Government-imposed restrictions or regulatory action

In such cases, the affected party will be allowed additional time equivalent to the duration of the disruption. If the event continues for more than 12 consecutive weeks, either party may terminate this agreement by providing the other party 14 days' written notice.

22. THIRD-PARTY RIGHTS

Unless expressly stated elsewhere in this agreement, no person or entity who is not a party to this agreement shall have any legal right to enforce any of its terms.

This clause confirms that the obligations and protections within this agreement apply only to MIR and the client, and not to any third party unless separately agreed in writing.

ABOUT MIR

PT Mitra Iswara & Rorimpandey (MIR) is a licensed and independent insurance brokerage company established in 1975. Registered under OJK KEP-8019/MD/1986 and a founding member of APPARINDO (#005 – 1986), MIR specialises in risk management and insurance solutions for diverse sectors across Indonesia.

Learn more at www.mirbrokers.com.

Tentang Kami

PT Mitra Iswara & Rorimpandey (MIR) adalah pialang asuransi independen berizin resmi sejak 1975. Terdaftar di OJK (KEP-8019/MD/1986) dan anggota pendiri APPARINDO (#005 – 1986), MIR fokus pada manajemen risiko dan solusi asuransi untuk berbagai sektor di Indonesia.

Selengkapnya di www.mirbrokers.com.

Contact Us

Hubungi Kami



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