



PLATE GLASS INSURANCE POLICY

PREAMBLE

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to L&T GENERAL INSURANCE COMPANY LIMITED (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

OPERATIVE CLAUSE

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured against accidental physical loss, destruction or damage to fixed plate glass as specified in the Schedule, occurring in the Premises during the Policy Period by any cause not excluded under this Policy.

In case of a claim admissible under the policy, this Policy will also pay reasonable expenses necessarily incurred in connection with:

- (i) Boarding up or temporary glazing pending replacement of the broken glass;
- (ii) Installation costs.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item nor the total Sum Insured stated in the Schedule.

EXCLUSIONS

The Company shall not be liable in respect of:

- (i) Breakage or damage directly or indirectly occasioned by or arising from any consequence of fire, explosion, gas, heat.
- (ii) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious damage.
- (iii) Breakage or damage directly or indirectly occasioned by earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance unless specified otherwise.
- (iv) Breakage or damage during removal, refitting, alterations and/ or repairs on or about the Premises described in the Schedule unless otherwise agreed.
- (v) Breakage of or damage to lettering unless accompanied by breakage or damage to the plate glass.



- (vi) Breakage of or damage to frames or framework of any description, unless specifically insured.
- (vii) Disfiguration or scratching, cracking or chipping unless part of fracture extending through the entire thickness of glass.
- (viii) Embossed, silvered, lettered ornamental, curved or any glass whatsoever other than plain and/or ordinary glazing quality unless specially mentioned in the Schedule.
- (ix) Breakage of or damage to glass not completely and securely fixed.
- (x) Pre-existing cracks or other imperfections.
- (xi) The Excess stated in the Schedule to the Policy and subsequent endorsements.
- (xii) Consequential loss or legal liability of any kind.
- (xiii) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, 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 for such purposes.

This exclusion also includes 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 the above.

- (xiv) Breakage or damage directly or indirectly occasioned by war, war like operation, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, military or usurped power seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- (xv) (a) Any loss or damage to any other property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or



contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or by any source whatsoever.

- (b) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (xvi) Loss or damage due to any:
- a) Order of a publicly constituted authority;
 - b) The cost of compliance with the laws, by-laws, ordinances, rules, regulations, orders or notices issued by any public authority and affecting the repair or replacement of property insured following an insured event.

In any action, suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

GENERAL CONDITIONS

- 1) **Notice:** Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this Policy is obtained.
- 2) **Duty of Disclosure:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.
- 3) **Reasonable care:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage that may give rise to a claim under the Policy.
- 4) **Change of Risk:** Any alteration in the position of glass or in the premises or in the business carried on the premises containing the glass insured hereunder or in the occupancy thereof shall render this Policy null and void unless the Company shall have consented to continue the insurance.
- 5) **Cancellation:** This insurance may be terminated at any time at the request of the Insured on 15 days notice, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.



- 6) **Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - a) The Insured shall give immediate notice thereof in writing to the nearest office of the Company, with a copy to the Policy-issuing office of the Company.
 - b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained, respectively.
 - c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 7) **Fraud:** If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited.
- 8) **Indemnity:** The Company may at its option reinstate, replace, or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured by the Company thereon.
- 9) **Average:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
- 10) **Contribution:** If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 11) **Subrogation:** The insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and



things shall be or become necessary or required before or after the Insured's indemnification by the Company.

- 12) **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such dispute / difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 13) **Observance of terms and conditions:** The due observance and fulfilment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 14) **Renewal notice:** The Company shall not be bound to accept any renewal premium nor give notice that such is due.