

PLATE GLASS INSURANCE POLICY

WHEREAS the INSURED named in the Schedule here to has made to UNITED INDIA INSURANCE CO.LTD.(hereinafter called the "Company") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated here in for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

THE COMPANY HEREBY AGREES subject to the terms and conditions contained here in or endorsed or otherwise expressed hereon that if the property hereinafter described or any part thereof be DESTROYED or DAMAGED by BREAKAGE accidentally at any time during the period of insurance stated herein or any subsequent period in respect of which the insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the insured the value, at the time of happening of such loss, of the property so destroyed or the amount of such damage but not exceeding in any one period of insurance in respect not each or the several items specified herein the sum set opposite thereto respectively.

EXCEPTION**The Company shall not be liable in respect of:**

- i. Breakage or damage, whether direct or indirect occasioned by happening through or arising from any Consequence of explosion, gas, heat, war, invasion, act of foreign enemy, Hostilities (Whether war be declared or not), Civil War, mutiny, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion or loot or pillage in connection therewith or confiscation or detention by the order of any Government or Public Authority, earthquake, Volcanic eruption flood, storm, tempest, typhoon, hurricane, tornado, cyclone, or other similar convulsions of nature and atmospheric disturbance.
- ii. Breakage or damage during removal, alterations and or repairs on or about the premises described herein.
- iii. Breakage of lettering unaccompanied by breakage or damage of glass.
- iv. Breakage of or damage to frames or framework of any description, unless specifically insured.
- v. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- vi. Embossed, silvered, lettered ornamental, curved or any glass whatsoever other than plain and of ordinary glazing quality unless specifically insured.
- vii. Breakage of glass not completely and securely fixed.
- viii. Loss or damage consequent upon interruption or delay business or other loss, damage or injury arising from breakage of glass or during replacement thereof.
- ix. (a) Loss destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
(b) 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 combustion of nuclear fuel from any nuclear weapons material.

CONDITIONS

1. **Notice** - Every notice or communication to be given or made under this Policy shall be delivered in writing to the Office of the Company through which this insurance effected.
2. **Mis-description**- This Policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misrepresentation , mis-description or non- disclosure of any material particular.
3. **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.
4. **Reasonable Care** - The insured shall take all reasonable steps to safeguard the property Insured against any accident, loss or damage and to protect the glass in the event of its being exposed to unusual risk.
5. **Cancellation** - The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred upto the date of cancellation.
6. **Claims Procedure** - The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy give thereof to the Company and shall within fourteen(14) days thereafter furnish to the Company at his own expenses detailed particulars of the amount of loss or damage together with such explanation and evidence to substantiate the claim as the company may reasonably require.

In the event of the Company replacing the broken glass, all window- fittings or other obstructions to replacement shall be removed by the insured at his own expense. All salvage shall be the property of the Company.

7. **Contribution** - If at the time of any loss or damage covered by this Policy there shall be any other insurances covering the same property whether effected by the insured or not, then the Company shall not be liable for the more than its rateable proportion thereof.
8. **Fraud** - If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone action on the Insured's behalf to obtain any benefit under this Policy, all benefits under this Policy, all benefits under the

Policy shall be forfeited.

9. **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 any 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.
10. **Average** - If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the the sum insured thereon then the insured shall be considered as being his own insurer for the difference and shall bear the rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. **Observation of Terms and Conditions** - The due observances and fulfillment of the terms, 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.

EXCLUSIONS

The Company shall not be liable in respect of :

- (i) Fire, explosion, gas heat, war, war-like operations, riot and strike, loot, pillage, flood, storm, earthquake and kindred perils.
- (ii) Breakage of or damage to frames or frame work of any description unless specifically declared.
- (iii) Breakage of lettering unaccompanied by breakage or damage of glass.
- (iv) Breakage of or damage to frames or frame work of any description unless specifically declared.
- (v) 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.
- (vi) Disfiguration' or scratching or damage of glass, other than fracture extending through the entire thickness of glass.
- (vii) Embossed silvered, lettered, ornamental curve or any glass whatsoever, other than plain and/or ordinary glass quality unless specially declared.
- (viii) Breakage of glass not completely and securely fixed.
- (ix) Consequential loss
- (x) Nuclear Risks