



Form No.-ANC-317

THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

PLATE GLASS INSURANCE

This insurance is deemed to cover the Insured against loss by Breakage of any of the Glasses described in the Schedule hereto upto the value of the Glass at the time of occurrence or the Insured's estimate of value as stated in the Schedule hereto whichever is less.

PROVIDED ALWAYS that the Company shall not be liable under this policy for:-

- (a) Breakage directly or Indirectly caused through Fire, Heat or any loss that could be covered by a fire policy.
- (b) Loss or damage which either in origin directly or indirectly, proximately or remotely, arises out of or in connection with earthquake volcanic eruption, typhoon, hurricane tornado, cyclone, or other convulsion of nature or atmospheric disturbance, or war invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) mutiny riot, strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military, naval or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege. Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) directly or indirectly, proximately, or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be a loss or damage which is not covered by this insurance, except to the extent that the insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition 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.
- (c) Loss or damage to Window frames or other fittings.
- (d) Cracked or Imperfect Glass or scratches on any plate.
- (e) Loss or damage caused willfully or knowingly by the person beneficially interested in this Policy or by his Agent or by his or their procurement or connivance.

- (f) Embossed Silvered Lettered Bent or any Glass whatsoever other than plain unless the same be specially mentioned in and expressly insured by this Policy and in the event of a breakage of glass not otherwise specifically described in this Policy shall be considered plain and of ordinary glazing quality.
- (g) Any loss due to the interruption of business or for other damage or injury consequent on or arising from or out of the breakage of glass insured hereunder or for loss alleged to be due to delay in replacing glass.
- (h) (i) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
(ii) 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 source whatsoever.
- (i) Any accident loss destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (j) Loss or damage caused by Terrorism and sabotage risks.

CONDITIONS

1. All Notices and communications in relation to this policy are to be sent in writing to the Office of the Company with whom the insured has been in communication.
2. The insured shall give notice to the Company of any breakage of glass Insured hereunder immediately after it shall have come to the Insured's knowledge and such notice shall state the date circumstances and extents of such breakage and the insured shall immediately on demand furnish such other information relating to the breakage as the Company may reasonably require. Evidence satisfactory to the Company having been furnished the Company shall within a reasonable time at the Company's option either pay to the insured the amount of the loss less the value of any salvage or replace the broken glass with glass of a similar quality.
3. If the claim be in any respect fraudulent or if any fraudulent devise be used by the insured or by any one acting on behalf of the insured to obtain any benefit under this Policy, all benefits under the policy shall be forfeited.
4. In the event of the Company replacing the broken glass all window fittings or other obstructions or replacement shall be removed or replaced by the Insured at the Insured's expense.
5. All salvage shall be preserved from damage by the Insured and shall be the property of the Company.

6. The Insured shall take it and when required by the Company enforce for the benefit of and at the expense of the Company any claim which may exist against any third party in respect of the breakage of glass insured hereunder.
7. The Insured shall take all reasonable precautions to protect the glass insured hereunder and in the event of it being exposed to unusual risk on account of any procession, Show, Building alteration or Repairs or other special circumstances the insured shall cause it to be adequately protected by boards or otherwise.
8. Any alteration in the position of the glass or in the premises or in the business carried on in the premises containing the glass insured hereunder or in the occupancy thereof shall render this policy null and void unless and until the Company shall have consented to continue the insurance.
9. The Company may cancel this Policy by sending seven day's notice by registered letter to the Insurance at his last known address and in such event will return to the Insured the premium less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the insured on seven day's notice (provided no claim has arisen during the then current period of insurance) and the Insured shall be entitled to a return of premium less premium at the Company's Short Period Rates for the time Policy has been in force.
10. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss the Company shall not be liable to pay or to contribute more than its rateable proportion of any such loss.
11. The Company shall not be bound to accept any renewal premium nor to give notice that such is due. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an Authorised Official of the Company or by an agent of the Company acting under Power Of Attorney from the Company.
12. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such 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 award by

such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve 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.

Note: In case of dishonor of the premium cheque, policy stands cancelled automatically as from inception.