

PLATE GLASS POLICY

RECITAL CLAUSE

Whereas the **Insured** described in the Schedule hereto has applied to the **SBI General Insurance Company** (hereinafter called the Company) by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained for the Period of Insurance stated in the Schedule hereto.

OPERATIVE CLAUSE

The Company agrees at any time during the said period of insurance as stated in this Policy or during any other period of insurance for which the Company may accept payment of premium for the renewal of this Policy to indemnify the Insured, subject to the Deductible and the sums insured shown in the schedule, in respect of:

- a. any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
- b. the cost of erecting any temporary boarding necessitated by such loss or damage to Plate Glass, and
- c. any additional benefits provided within this policy .

DEFINITIONS

In this Policy:

Accidental means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

Breakage means a fracture extending through the entire thickness of the Glass but not any other damage or disfiguration, or, damage caused by or in consequence of fire or artificial heat.

Business means the business described in the Schedule and no other.

Claim means a claim under the Operative clause in respect of an insured event that has taken place.

Excess or deductible means the sum shown in the Schedule, this Policy, or an endorsement to this Policy (if any) which any loss or claim must exceed before the Company will be liable under this Policy and which the Company will not be liable to pay in respect of each claim. Where a claim is made in respect of more than one occurrence, the excess will apply as though a claim was made for each individual occurrence.

Frames and Framework shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.

Period of Insurance means the Period of Insurance shown in the Schedule.

Plate Glass means the glass described in Schedule.

Policy means the proposal, the Schedule, this policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.

Premises means the buildings at the Situation including outbuildings but excluding any garden, yard, open verandah, or other fixed attachments and fixed accessories thereof.

Schedule means the Schedule to this Policy.

Situation means the Situation(s) shown in the Schedule.

Additional benefit automatically provided by this policy

It is hereby declared and agreed, subject to the terms, conditions and exclusions contained or endorsed or otherwise expressed in the Policy, that in the event of Breakage of Plate Glass, the policy will indemnify up to an amount not exceeding Rs. 5000/- in respect of any one event and in aggregate of all occurrences during the Period of Insurance for each of the following:

- (a) Replacing lettering, sign-writing or ornamentation affixed to the broken Plate Glass.
- (b) Replacing burglar alarm tape or wiring affixed to the broken Plate Glass.
- (c) Replacing shatter resistant or reflective film affixed to the broken Plate Glass.
- (d) Replacing damaged window frames described in the Schedule, but with due allowance for wear and tear.

Exclusions

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- a. Any loss or damage that could have been insured against under a fire policy.
- b. Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances. If the Company asserts that by reason of this exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
- c. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority, riot, strike.
- d. Cracked, scratched, or imperfect Plate Glass.
- e. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
- f. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- g. Any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of the Insured.
- h. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear weapons material or from the combustion of nuclear fuel; or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- i. During the course of any alteration, removal or repair to the Plate Glass.
- j) Breakage of Plate Glass that is not completely and securely fixed;
- l) 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, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The exclusion also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

Conditions

1. Notification of Claims

It is a condition precedent to the Company's liability hereunder that upon happening of any insured event under this Policy the Insured shall:

- a. immediately and in any event within 14 days give written notice to the Company to the address shown in the Schedule, and provide the Company with such information and documentation (in relation to the quantum of the Claim and otherwise) that the Company may request, and
- b. not incur any expenditure for which a Claim may be made against the Company without the Company's prior written consent.

2. Assessment of Payment

- a. The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
- b. If the Company opts to make payment to the Insured, then:
 - I. The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
 - II. Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
 - III. The Company's liability to make payment shall be up to the Insured Value as specified in the

Schedule for each item of Plate Glass.

- IV. All Plate Glass in respect of which a Claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

3. Subrogation

The Insured and any claimant under this Policy, shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company 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.

4. Average

If the property hereby insured shall at the time of any Claim 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 insured hereunder shall be separately subject to this condition.

5. Reasonable Precautions

The Insured shall take all necessary precautions to protect the Plate Glass against any loss or damage and shall properly maintain the Frames and Framework.

6. Alteration of Risk

In the event of any alteration to the situation or the position of the Plate Glass in the Insured Premises or to the Business or to the occupancy of the Insured Premises, or any other material change in the information provided by the Insured in its proposal, the cover provided hereunder shall be suspended and no payments shall be made by the Company unless and until the Insured has notified the Company of such change and the Company has confirmed in writing that the suspension has been lifted.

7. Contribution

If, at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same property insured hereunder, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

8. Fraud

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

9. Cancellation

- i. This Policy may be cancelled by the Insured at any time by giving at least 7 days written notice to the Company. Provided there has been no Claim under this Policy, the Company will refund premium according to the Company's short-period scale.
- ii. This insurance may also be cancelled by or on behalf of the Company by giving the Insured at least 7 days written notice to the address stated in the Schedule. The Company will retain premium on a pro-rata basis.

10. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this 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 herein before 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.

11. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement 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.

12. Renewal Notice

This Policy will automatically terminate at the end of the period of Insurance stated in the schedule. The Company shall not be bound to accept any renewal premium nor to give notice that such is due.

13. Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.

14. Territorial Limits

The indemnity provided under this Policy is restricted to Claims occurring in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.



15. Notifications & Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.