

Policy Wordings

Plate Glass and/or Sanitary Fittings

Preamble

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Shriram General Insurance Company Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

Operative Clause

This insurance is deemed to cover the Insured against loss by Breakage of any of the Glasses and/or Sanitary Fittings due to any fortuitous causes including terrorism described in the Schedule hereto. The indemnity under the Policy is limited to the reinstatement value of the Glass and/or Sanitary Fittings at the time of occurrence or the Insured's estimate of value as stated in the Schedule hereto whichever is less.

Sum Insured

Sum Insured shall be on reinstatement Value Basis.

Basis of Valuation

Basis of indemnity shall be on Reinstatement Value. If the Sum Insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Each insured item if more than one shall be separately subject to this condition.

PROVIDED that the Company will not be liable for any misdescription of the glass insured and that unless expressly stated in the Schedule all glass and/or Sanitary Fittings shall be considered plain and of ordinary glazing quality and without Embossing, Silvering, Lettering, Bending or Ornamental work of any kind. Further, the Company shall not be responsible for breakage of any lettering mentioned in the Schedule unless such breakage be caused by or consequent upon the breakage of the glass and/or Sanitary Fittings to which it is affixed.

Definitions

Glass: Glass means fixed plain glass and mirrors in or on the insured premises excluding painting, tinting, embossing or ornamental works on the glass unless expressly stated and value included in the Sum Insured.

Sanitary Fittings: Sanitary fittings means fixed wash basins, pedestals, sinks, lavatory pans and cisterns contained in the insured premises.

Compulsory Excess

2% of each and every claim subject to a minimum of Rs 2500/-

Voluntary Excess

The Insured can avail additional discount by opting for higher deductibles.

Voluntary Excess	Discount (%)
2 times normal excess	5
5 times normal excess	10
10 times normal excess	15

Note: The voluntary Excess opted by the Insured above would be in addition to the Compulsory Excess stated above.

Conditions

1. Plate glass shall mean completely and securely flat glass within the insured premises and described in the Schedule excluding its glazing and /or lettering and/or ornamentation and/or and surface treatment or surfacing unless specifically described and declared for insurance
2. Plate glass however will not include (unless specifically described and agreed by the Company) :
 - a) External signboards,
 - b) Plate glass of doors of the insured premises,
 - c) Glass that constitutes or is part of the building façade.
3. Damage shall mean sudden and accidental fracture visible to the naked eyes extending through the entire thickness of the plate glass but shall not include.
 - a) Any other disfiguration or damage to the plate glass
 - b) Any disfiguration or damage only to the glazing or lettering or ornamentation or / and any surface treatment or surfacing
 - c) Scratches, cracked or imperfect glass
4. **SINGLE ARTICLE LIMIT:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this policy.
5. **ARTICLES IN PAIRS OR SETS:** Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part of parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the Insured value of the pair or set.

Exclusions

1. Occurring while the premises is under construction or vacant for a continuous period of 14 days, even if notice of construction or vacancy has been given to the company.
2. 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.
3. Loss or damage to Window frames or framework of any description, other fittings and Cracked or Imperfect Glass or scratches on any plate.
4. 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.
5. Caused by any perils covered under Standard fire and Special Perils Policy – Building & Standard fire & Special Perils Policy –Contents.
6. Breakage of glass not completely and securely fixed.
7. 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.
8. (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.
9. Any accident loss destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
10. Deleted

Special 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 extent 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 ensure and 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. **Cancellation:** The Company may cancel this Policy by sending 15 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 15 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.

SHORT PERIOD RATES

Policy Period Required	% of Annual Rate
Not exceeding 1 week	10 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

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. **Deleted**
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.

Complaints / Grievance Redressal System

Shriram General Insurance Company Limited has put in place a mechanism administered by the Complaints / Grievance Co-ordinator who can be reached at the Corporate Office at the address mentioned herein below:

Contact Person: Hemant Kumar Sharma, Company Secretary
 Contact Address: Shriram General Insurance Co. Ltd.
 E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022
 Grievance Cell No.: 1800-180-7474, 1800-300-30000
 E-mail ID: md@shriramgi.com
 Fax No.: 91-141-2770693

Customized grievance Settlement Machinery:

In case, the customer is not satisfied with the decision taken by the office in respect of a service, he/she can appeal against the decision in the following manner:

- (a) If not satisfied with the decision taken by the dealing officer, can appeal to the Branch Manager.
- (b) In case not satisfied with the reply given by the Branch Manager, matter may be brought to the notice of Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD.

You can also reach us by email or register their complaints on the website of the Company. You may please take note that in case you are not satisfied with the complaint redressal procedure or complaint /resolution from the Company, you can approach the Insurance Ombudsman located in your region. The list of Ombudsmen are as under:

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road,	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu

		AHMEDABAD - 380 014 Tel.079-27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	
BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR - 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , CHANDIGARH - 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 Tel. 044-24333678	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of

		Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Pondicherry)
NEW DELHI	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI - 110 002 Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI - 781 001 Tel. : 0361-2131307 Fax:0361- 2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD - 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James	Insurance Ombudsman	Kerala , UT

	Muricken	Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM - 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Shri K.Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, KOLKATA - 700 001 Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI - 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra



Annexure V