

## **PLATE GLASS INSURANCE POLICY**

WHEREAS the Insured named in the schedule hereto has paid or agreed to pay to the Atlas Insurance Limited (hereinafter called the Company) the premium shown in the Schedule.

NOW THIS POLICY WITNESSETH THAT in respect of any event occurring during the period of Insurance or during any subsequent period of insurance for which the Insured shall pay and the Company shall agree to accept the premium required for the renewal of this Policy, the Company hereby agreed that subject to the terms, exceptions and conditions contained herein or endorsed hereon (which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder).

THE COMPANY WILL INDEMNIFY the Insured against:

Breakage or Destruction of glass or other property described in the schedule not occasioned by or happening through:

- (a) Fire, explosion, riot and civil commotion.
- (b) Earthquake, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution insurrection, military or usurped power.

PROVIDED THAT unless otherwise agree that Company shall not be liable in respect of:

- (1) Superficial damage to the said glass or other property.
- (2) Glass or other property which has been broken or damaged prior to the inception of this Policy.
- (3) Damage to framework.
- (4) Cost of removal and restoration of fixtures and fittings and of any obstacles to reinstatement or replacement.
- (5) Damage arising during the interval between the occurrence of any breakage or destruction and the time of replacement or for consequential loss of any kind of description.
- (6) Property in respect of which the Insured has waived his rights against any third party or parties.
- (7) 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 directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any unclear fuel or from any unclear waste from the combustion of unclear fuel.

### **CONDITIONS**

This Policy and the Schedule shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the policy or of the Schedule shall bear such specific meanings wherever they may appear.

- 1. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
- 2. The Insured shall take all reasonable precautions to protect the glass in the event of its being exposed to unusual risk.
- 3. Every notice or communication to be given or made under this Policy shall be in writing, and shall be sent by post to or be delivered at the Head Office or any Branch Office of the Company issuing the policy. notice or knowledge of any fact or circumstance in connection with this insurance shall not be deemed to be notice to, or to be the knowledge of the Company unless communicated in the manner herein provided.

4. This Policy shall be avoided with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance:
  - a) by removal including any attempt thereat or any act in preparation therefore; OR
  - b) whereby the risk of breakage or destruction is increased; OR
  - c) whereby the insured's interest ceases except by will or operation of unless such alteration be admitted by memorandum signed by or on behalf of the Company.
5. The Company may at its option re pair or replace the property or any part thereof or may pay in case the amount of the loss or damage. Salvage shall become the property of the company.
6. On the happening of any breakage or destruction the Insured shall given notice thereof to the Company within 3 days of such happening, and such notice shall state the date of the breakage, the circumstances in which in which the loss arose, and the extent thereof, and the insured shall forthwith on demand furnish such other relating to the loss as the Company may reasonably require.
7. If the claim be in any respect fraudulent or if any fraudulent means of devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any breakage or destruction be occasioned by the willful act or with the vance of the Insured all benefit under this policy shall be forfeited.
8. If the glass hereby insured shall be broken by any cause not hereinafter exclude, 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.
9. If in the event of a claim there by any other subsisting insurance covering the same loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim.
10. Any claimant under this policy shall at the request and 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 reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief of indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for the making good any breakage or destruction under this policy. Whether such acts and thing shall be become necessary or required before or after his indemnification by the Company.
11. If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf at the time being in force. Where any difference is, by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.
12. The Insurance may be terminated at any time at the request of the insured, in which case of the Company will remain the customary short period 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 notice to that effect being given to the insured by Registered Letter at the insured's address as last known to the Company, in which case the Company shall be liable to pay on demand a rateable proportion of premium of the unexpired term for the date of the cancellation.