



PLATE GLASS POLICY

WHEREAS the Insured named in the Schedule attached hereto has made to CAMPU LONPAC INSURANCE PLC. (hereinafter called “the Company”) a written Proposal and Declaration which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the aforesaid Schedule as consideration for the indemnity hereinafter contained.

NOW THIS POLICY WITNESSES that subject to the Terms, exceptions and conditions contained herein or endorsed or endorsed or otherwise expressed hereon, if at any time during the Period of Insurance stated in the Schedule or during any period for which the Company may accept payment for the renewal of this Policy there shall happen any **Breakage of any Glass** described in the Schedule, the **Company will indemnify** the insured to the extent of the Market Value of the glass broken (including any writing or ornamentation thereon if such is specifically included in the Schedule), to an amount not exceeding in respect of each item the sum expressed in the Schedule to be insured thereon, nor in the whole in any one period of insurance the Total Sum Insured hereby or such sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

EXCLUSIONS

The Indemnity granted under this Policy shall neither extend to, nor cover:

- 1) Loss or damage directly or indirectly occasioned by, happening through or in consequence of earthquake, volcanic eruption, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident, loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- 2) (a) Any accident, loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 (b) Any accident, loss, destruction or damage directly caused by or contributed to by or arising from nuclear weapons material.
- 3) Breakage arising during removal or alterations to the premises.
- 4) Frames or framework of any description, or the cost of removal of any fitting, fixtures or other obstructions.
- 5) Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and the replacement of the Glass.
- 6) Cracked or imperfect glass unless specially declared as such and specifically included in the Schedule.

PROVIDED that the word “**Breakage**” shall not included any disfiguration or damage other than fracture extending through the entire thickness of the Glass.

CONDITIONS

- 1) This Insurance shall not commence until the Premium has been actually paid to and accepted by the Company and the Company’s official acceptance letter or Policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorised representative of the Company shall have been issued therefor.
- 2) The Insured shall take all due and proper precautions for the safety of the property insured.

- 3) The Insured shall give the Company immediate notice of all or any circumstances which materially affect the risk covered by this Policy, and in particular, if any alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on therein or if the premises shall become unoccupied.
- 4) All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this Policy was issued, and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the terms of this Policy, nor any endorsement thereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.
- 5) Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall within fourteen (14) days thereafter give notice to the Company and shall when required furnish full particulars of such breakage and the circumstances under which it occurred, and the Insured shall not cause or permit the removal of the broken glass from its position without the written consent of the Company.
- 6) The Company may reinstate, repair or replace the damaged property, as the case may be, instead of payment the amount of the damage, and the Policy shall not cover any glass substituted for such broken glass unless additional premium is paid in respect thereof as the Company may require.
- 7) The Company shall, in respect of any risk insured under the Policy, be entitled to use the name of the Insured in such manner as it may think fit in bringing proceedings against any person to recover compensation for the loss sustained by such breakage. The Company shall be entitled to all rights of subrogation whether by way of indemnity or otherwise, and the Insured shall give all information and render all assistance in the Insured's power in connection therewith free of any expense to the Company and execute such assignments thereof as the Company may reasonably require.
- 8) In the event of a breakage for which the Company is liable, the broken glass shall become the absolute property of the Company as salvage and the Insured shall use every endeavour to prevent any further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.
- 9) The cover afforded by this Policy shall expire on the date specified in the Schedule. Renewal of the Policy is at the option of the Company. It shall not be incumbent on the Company to give notice to the Insured that this Policy is due for renewal.
- 10) If at the time of any event giving rise to a claim under this Policy there shall be any other Insurance of any nature effected by or on behalf of the Insured covering any of the property hereby insured or any part thereof, then the Company shall not be liable to pay more than its rateable proportion of any sums payable in respect of such damage. Each item of this Policy shall be separately subject to this condition.
- 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 the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
- 12) If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within six (6) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 13) If the Proposal or Declaration of the Insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.
- 14) The due observance and fulfilment of the terms conditions and endorsement of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

15) This insurance may be terminated at the request of the Insured by sending ten (10) days' notice in writing, in which case the Company will return to the Insured 90% of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of cancellation provided no claims have been made during the current policy period. This insurance may also be terminated at the option of the Company by sending ten (10) days' notice in writing to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

No refund of premium for any cancellation of policy if premium is charged on minimum premium.

16) The Insured shall, at the expense of the Insurers, do and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from parties other than those insured under this Policy to which the Insurers shall be or would become entitled or subrogated upon their 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 Insurers.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within thirty (30) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.

IT CLARIFICATION CLAUSE

Property damage covered under this insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance:

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, 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 endorsement 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense 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 any act of terrorism.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

WARRANTIES/ENDORSEMENTS/CLAUSES WHERE APPLICABLE AS STATED IN THE POLICY SCHEDULE

MARKET VALUE CLAUSE

In the event of a loss to the property insured herein, the limit of indemnity shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Policy.

For the purpose of this clause the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the insured property shall for the purposes of this clause be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured property damaged or lost as it was at the time of occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.