

# PLATE GLASS INSURANCE POLICY

#### **PREAMBLE**

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the Liberty Videocon General Insurance Company Limited (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

#### **OPERATIVE CLAUSE**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the intrinsic value of any Plate Glass described in the Schedule accidentally Damaged ("Damage" as hereinafter defined) or any loss due to any fortuitous event not hereinafter excluded in respect of each item the Sum Insured thereon expressed in the Schedule or in the whole in any one Period of Insurance the Total Sum Insured hereby or such sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

#### **EXCLUSIONS:**

The Company shall not be liable in respect of:

- 1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
- 2. 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.
- 3. Damage arising from the Plate Glass being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.
- 4. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
- 5. Interruption or delay or loss of business or consequential loss or damage or expense of any kind.
- 6. Scratched, cracked or imperfect Plate Glass.
- 7. Disfiguration or scratching or damage to glass other than fracture extending through the entire thickness of glass;
- 8. Breakage of glass not completely and securely fixed;



- 9. Damage as a result of faulty workmanship and/or defective design of frames or framework or fittings or fixtures of any description.
- 10. Costs of recreating any glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing on the damaged Plate Glass unless such is specifically declared for insurance hereon.
- 11. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by, arising out of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, 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 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 the contrary shall be upon the Insured.

- 12. a) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss, and, any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever.
  - b) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

# 13. <u>Terrorism Damage Exclusion Warranty:</u>

This Policy 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 exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, 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 for such purposes.

This exclusion also includes 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 the above.



#### **DEFINITIONS**

- 1) "Proposal" means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Company by Insured or on Insured's behalf.
- 2) **"Policy"** means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The Policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties and exclusions on which the Policy is issued.
- 3) "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.
- 4) "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy
- 5) "Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.
- 6) "Insured" means the person named in the Schedule.
- 7) "Claim" means a claim under an Operative Clause in respect of an insured event that has taken place or is likely to take place
- 8) "Insured Premises" means the place(s) declared for insurance and named in the Schedule attached to the policy.
- "Schedule" means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever, the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.
- 10) "Plate Glass" means completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display / show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
- 11) **"Frames"** and **"Framework"** shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.
- 12) "Accidental" means a circumstance that is sudden, unexpected and unintentional damage not excluded under the policy.
- 13) "Business" means the business carried on at the Insured Premises as described in the Schedule.



#### **GENERAL CONDITIONS:**

#### 1. ASSESSMENT OF PAYMENT:

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.

If the Company opts to make payment to the Insured, then:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

#### 2. NOTICES AND ALTERATIONS TO THE POLICY:

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

## 3. **DUTY OF DISCLOSURE**:

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

### 4. **REASONABLE CARE**:

The Insured shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimise claims.

## 5. **ALTERATION OF RISK:**

In the event of any alteration to the situation or the position of the 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.

#### 6. CLAIMS PROCEDURE:

- i) On the happening of any loss or damage the Insured shall give immediate notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
  - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

ii) No claim under this policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

#### 7. **RENEWAL NOTICE:**

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

## 8. BASIS OF SUM INSURED:

The Sum Insured under the Policy would be fixed on current market value basis (i.e. new replacement cost less depreciation).



#### 9. MID TERM INCREASE IN SUM INSURED:

In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy.

# 10. MID TERM DECREASE IN SUM INSURED:

In the event of a decrease in the Sum Insured being agreed to, the Company shall refund premium on such reduction in Sum Insured. The premium refunded will be Premium collected less premium chargeable for the expired period on Short period scale. Expired period herein is period from policy inception date till date of decrease in Sum Insured endorsement.

The Short Period scale is as below:

Sl. No	Period		Rate
1	For a period not exceeding	15 days	10% of Annual Rate
2	do	1 Month	15% of Annual Rate
3	do	2 Months	30% of Annual Rate
4	do	3 Months	40% of Annual Rate
5	do	4 Months	50% of Annual Rate
6	do	5 Months	60% of Annual Rate
7	do	6 Months	70% of Annual Rate
8	do	7 Months	75% of Annual Rate
9	do	8 Months	80% of Annual Rate
10	do	9 Months	85% of Annual Rate
11	For a period exceeding	9 Months	Annual Rate

#### 11. AVERAGE:

If the property hereby insured shall at the time of any loss or damage 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. Every item if more than one of the Policy shall be separately subject to this Condition.

## 12. **CONTRIBUTION**:

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, 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.

#### 13. **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.

## 14. **FRAUD:**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.

#### 15. **CANCELLATION:**

The Company may at any time, cancel this Policy, by giving 15 day's notice in writing by Regd. A/D. to the Insured at his last known address, in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales, provided no claim has occurred up to the date of cancellation of this Policy.

Sr no	Particular	Period	Rate
1	For a period not exceeding	15 days	10% of the Annual rate
2	-do-	1 month	15% of the Annual rate
3	-do-	2 months	30% of the Annual rate
4	-do-	3 months	40% of the Annual rate
5	-do-	4 months	50% of the Annual rate
6	-do-	5 months	60% of the Annual rate
7	-do-	6 months	70% of the Annual rate
8	-do-	7 months	75% of the Annual rate
9	-do-	8 months	80% of the Annual rate
10	-do-	9 months	85% of the Annual rate
11	For a period exceeding	9 months	The full Annual rate



#### 16. ARBITRATION AND DISCLAIMER:

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 thereto 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 dispute or difference 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.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not within 12 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.

## 17. LOSS MINIMISATION EXPENSES

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, the insurance hereby extends to indemnify the Insured, expenses for loss minimisation necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in the Schedule.

## 18. **GEOGRAPHICAL SCOPE:**

The geographical scope of this Policy will be India only and claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this Policy for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

## 19. **JURISDICTION:**

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.



#### 20. OBSERVANCE OF TERMS AND CONDITIONS:

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

#### 21. CLAIM SETTLEMENT:

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

#### 22. REINSTATEMENT OF SUM INSURED:

Upon the happening of the damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon the Insured paying the Company the prorata premium for the unexpired period of insurance from the date of such loss to the expiry date of the Policy for the amount of such loss.

#### 23. GRIEVANCES:

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.



# **Grievance Redressal Procedure**

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

Customer Care	e Cell
Liberty Video	con General Insurance Company Limited
10 <sup>th</sup> Floor, Tov	wer A, Peninsula Business Park, Lower Parel, Mumbai
E-mail	:
Toll Free No	

Please include your Policy number in all you communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned Below;

Office of the	Contact Details	Areas of Jurisdiction
Ombudsman		, and the second
AHMEDABAD	Insurance Ombudsman, Office of the	Gujarat , UT of Dadra & Nagar Haveli,
	Insurance Ombudsman, 2nd Floor,	Daman and Diu
	Ambica House, Nr. C.U. Shah College,	
	Ashram Road, <b>AHMEDABAD-380 014.</b>	
	Tel.:- 079-27546840 Fax : 079-27546142	
	Email <u>ins.omb@rediffmail.com</u>	
BHOPAL	Insurance Ombudsman, Office of the	Madhya Pradesh & Chhattisgarh
	Insurance Ombudsman, Janak Vihar	
	Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar,	
	Opp. Airtel, Near New Market,	
	<b>BHOPAL(M.P.)-462 023.</b> Tel.:- 0755-	
	2569201 Fax: 0755-2769203	
	Email <u>bimalokpalbhopal@airtelmail.in</u>	
BHUBANESHW	Insurance Ombudsman, Office of the	Orissa
AR	Insurance Ombudsman, 62, Forest Park,	
	<b>BHUBANESHWAR-751 009.</b> Tel.:- 0674-	
	2596455 Fax : 0674-2596429	
	Email <u>ioobbsr@dataone.in</u>	
CHANDICADII	T 0 1 1 000 0.1	D ' 1 II II' 1 1 D 1 1
	*	Punjab , Haryana, Himachal Pradesh,
	· ·	Jammu & Kashmir , UT of Chandigarh
	103, 2nd Floor, Batra Building. Sector 17-	
	D, <u><b>CHANDIGARH-160 017.</b></u>	



	Tel.:- 0172-2706468 Fax : 0172-2708274	
	Email ombchd@yahoo.co.in	
CHENNAI	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax: 044-24333664 Email insombud@md4.vsnl.net.in	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Shri Surendra Pal Singh, Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.:- 011-23239633 Fax: 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.:- 0361-2132204/5 Fax: 0361-2732937. Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri K Chandrahas, Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool,  HYDERABAD-500 004. Tel: 040-65504123 Fax: 040-23376599, Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel: 0484-2358759 Fax: 0484-2359336. Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Ms. Manika Datta, Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 <sup>th</sup> Floor, <b>KOLKATA-700 001.</b> Tel: 033-22134866 Fax: 033-22134868. Email iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel:	Uttar Pradesh and Uttaranchal



	0522 -2231331 Fax : 0522-2231310 Email <u>insombudsman@rediffmail.com</u>	
MUMBAI	Shri S Viswanathan, Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W),  MUMBAI-400 054. Tel: 022-26106928 Fax: 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

# INSURANCE IS A SUBJECT MATTER OF SOLICITATION