

# General Insurance Company Limited

Registered Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai - 400 021.

RGICL/MI-PG/Form 3

### PLATE GLASS INSURANCE POLICY

#### **PREAMBLE**

WHEREAS the Insured named 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 Reliance General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

#### **OPERATIVE CLAUSE**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed thereon that if the property described in the Schedule or any part thereof be destroyed or damaged by accidental breakage, the Company will pay to the Insured the value of the destroyed or damaged property, at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the Schedule the sum respectively stated opposite thereto.

## **EXCEPTIONS**

The Company shall not be liable in respect of -

- 1. damage or breakage, directly or indirectly, occasioned by the happening, through or arising from any consequence of fire, explosion, gas, heat, earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances, war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion or loot or pillage in connection therewith or confiscation or detention by the order of any Government or Public Authority;
- 2. damage or breakage during removal, alterations and/or repairs in or on or about the premises described in the Schedule;
- breakage of lettering unaccompanied by breakage or damage of glass;
- 4. damage or breakage to frame or framework of any description, unless specifically insured;
- 5. disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass;

- 6. embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than plain and of ordinary glazing quality unless specifically insured;
- breakage of glass not completely and securely fixed;
- 8. loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breaking of glass during replacement thereof;
- (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - (b) 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 nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material.

#### CONDITIONS

- 1. **Notice**: 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.
- 2. **Duty of disclosure:** This policy shall be void and all premium paid shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
- 3. Change in Risk: Any alteration in the position of the property insured hereunder or in the occupancy of or in the business carried on in the premises containing the property insured hereunder shall render this policy null and void unless the Company shall have consented to continue the insurance.
- 4. **Reasonable care:** The Insured shall take all reasonable steps to safeguard the property insured against any accident, loss or damage and to protect the same in the event of its being exposed to any unusual risk.
- 5. Cancellation: The Company may at any time by seven days' notice in writing cancel this policy in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance. This policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this policy has been in force at the Company's customary short period scales or rates.

Table of Short	Period Scales		
Period of Risk(Not exceeding)	Premium to be retained (% or the Annual Rate).		
1 Week	10%		
1 Month	25%		
2 Months	35%		
3 Months	50%		
4 Months	60%		
6 Months	75%		
8 Months	85%		
Exceeding 8 Months	Full Annual Premium.		

- 6. **CLAIMS PROCEDURE**: Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall -
  - a. give immediate notice thereof in writing to the nearest office of the Company;
  - b. furnish to the Company, within 14 days of the date on which the event shall have come to his knowledge, detailed particulars of the amount of loss or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require.

In the event of the Company replacing the broken glass, all window-fittings or other obstructions to replacement shall be removed by the Insured at his own expense. All salvage shall be the property of the Company.

- 7. Contribution: If at the time of any loss or damage covered by this policy there shall be any other insurance covering the same property whether effected by the Insured or not, then the Company shall not be liable for more than rateable proportion thereof.
- 8. **Fraud:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.
- 9. **Indemnity:** The Company may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured thereon.
- 10. 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 or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition.
- 11. **Subrogation:** The Insured 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.
- 12. **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 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 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.

- 13. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.
- 14. **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 and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.



Regd. Office: 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400 021.

# Proposal form for Plate Glass Insurance

## SCOPE OF THE POLICY

The insurance is against loss occasioned by accidental breakage of insured glass but excludes breakage caused through fire, gas, heat or any loss that could be covered by a fire policy, earthquake war, invasion, foreign enemy hostilities or military or usurped power, riot, civil commotion, strikers locked out workers or persons taking part in labour disturbances.

Some of the excluded risks can be covered by special arrangement, on payment, of an additional premium.

# PLEASE ANSWER EVERY QUESTION FULLY

(The property proposed for insurance is not covered until the proposal is accepted and premium received)

Area Office Code/Service Centre	
Code	
Broker/Agent Name & code	Code

## Proposer's Details

1	Name of the proposer			
2.	Customer ID			
3. Addre	Address of the proposer	Plot No/Door No.	Building name	
		Road		
		Area		
		City	Pincod	le
		State		
		Phone No.		
		E-mail Id		

4.	Situation of the premises in which the glass is contained.
5.	Nature of business carried on in the premises.
6.	Are the premises situated at the corner of a street or exposed to any special risk?
7.	Are you the owner or tenant?
8.	Is there any glass in the premises not included in this proposal? If so, please specify.
9.	Is there at present any broken or damaged glass. If so, please describe its position and size.
10.	Have there been any previous breakages? If so, please give particulars.
11.	Has the risk been previously insured? If so, please give the following details.
	a) The name of the Insurance Company b) Policy No:
	c) Period:
:	d) Rate Charged:
	e) Any special terms & conditions imposed
12.	Has any Company refused to accept or continue your insurance or increased the premium thereof?

# PARTICULARS OF GLASS TO BE INSURED

Position of each square of pane of glass	uare of pane of of pane		Description of glass: State whether plain plate or plain sheet, painted, rough, silvered, embossed, stained, bent or ornamental.	Value	Premium
	Height in Cms.	Width in Cms.			

Note: In the event of loss, all glass shall be considered as plain unless the contrary shall have been specially stated in the proposal hereinabove. Declaration and undertaking by the proposer I/We hereby declare that the statements, answers and particulars made by me / us in this proposal form are true to the best of my / our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinabove are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance. . I/We agree and undertake to convey to Reliance General Insurance Company Limited any additions/alterations carried out in the risk proposed for insurance after submission of this proposal form. I/We further agree and undertake not to receive from Reliance General Insurance Company Limited any rebate other than that mentioned in the published prospectus in accordance with the provisions of Section 41 of Insurance Act, 1938. Date Signature of proposer Proposal form completed by: Name & Signature of Agent

RGICL - Proposal form - Plate Glass Insurance



# Reliance General Insurance Company Limited Registered Office: 3<sup>rd</sup> floor, Maker Chambers IV, Nariman Point, Mumbai – 400 021.

# PLATE GLASS INSURANCE

# **SCHEDULE**

Area Office (	Code:		Agent Co	ode:		
Policy No:	<u> </u>					
Date of prop	osal & declaratio	on:		policy No:	olicy(in case of re	newal)
Name of the	Insured:		<u> </u>			
Address:					<u> </u>	
Customer ID	No:		Occupat	ion/Business	<u> </u>	
Period of Ins	surance : From _	A.M./P	.M. on	to 1	nid-night on	
Details of	property Insure	d				
		Description o	of Glass	Size of each square or pane in cms.		Sum Insured (Rs)
				Height	Width	·
	·		·			
Premises corproperty in			<u> </u>			
Total Sum I	nsured (Rs.)					
Special Con	ditions, if any					

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Reliance General Insurance Company Limited
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	Premium		Rs
Less:	Discount in lieu of agency commiss	sion, if applicable	Rs
	Net Premium		Rs
Add:	Service Tax @ 5%		Rs
	Total		Rs
In witne	ess whereof this policy has been signed	d at on the	day of 20
Prepare	ed by: For and	on behalf of Reliance General l	Insurance Company Limited
Checke	d by :	•	
1		AUTHORIS	FD SIGNATORY



# General Insurance Company Limited

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RGICL/MI-PG/Form 6

## PLATE GLASS INSURANCE

## Premium payable

The premium payable under the policy is 1% of the sum insured which shall be the guide rate, in respect of standard risks. The rate will be suitably loaded/discounted according to the special characters of the risks to be covered and will depend on the following:

- 1. Whether corner premises
- 2. Whether ornamental glass
- 3. Sign plates
- 4. Public buildings
- 5. Inclusion of riot, strike risks.

In no case, will the rate be lower than 0.50%.

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## PLATE GLASS INSURANCE

## **CLAIM FORM**

The issue of this form does not constitute admission of liability. Please return the form completed within Fourteen days of the loss together with the relevant vouchers, documents etc.

Policy	7 No	Claim N	10.		
		Date of	registration		
Area	Office code/ Service Centre code				
Broke	r/Agent name & code			Code	
1. N	ame of the Insured				
2. C	ustomer ID				
3. A	ddress of the Insured	Plot		Building	:
		No/Do	oor	name	
		No.			
		Road			
		Area			<u></u>
		City		Pin	
				code	e
		State		<del></del>	
		Phone			
		E-mail	<u>Id</u>		
4.	Address where glass is situated (Ple state the precise position of the glas	ease ss)			
5.	Size of the plate broken				-
6.	Cause of breakage		_		
7.	Date of breakage				
8.	Name and address of the person responsible for breakage, if any		<u> </u>	<u></u>	
9.	Was he in any way employed by th insured?	ie			

I hereby declare that the foregoing statements are made by myself and are true in all respects and that I have not attempted to conceal from the Company anything with which it ought to be made acquainted.

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Witness	Signature of Claimant	_
Place	Date	

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