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## PLATE GLASS POLICY

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**WHEREAS** 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 **UNI.ASIA GENERAL INSURANCE BERHAD** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that if during the period of insurance there shall be a breakage (which for the purpose of this Policy shall not include damage by scratches) of any of the glass in the Premises and specified in the Schedule the Company will pay or make good to the Insured the intrinsic value of the Glass together with the cost of any necessary boarding up pending replacement subject to the limit of value.

### EXCEPTIONS

The Company shall not be liable for

1. breakage of the glass occasioned by or happening through fire or explosion.
2. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power strike riot or civil commotion.
3. any consequence of typhoon flood hurricane volcanic eruption earthquake or other convulsion of nature.
4. any misdescription of the Glass and unless expressly stated all Glass shall be considered plain and of ordinary glazing quality and without embossing silvering lettering bending or ornamental work of any kind.
5. breakage of the Glass whilst not fixed.
6. breakage of any lettering specified in the Schedule unless such breakage be caused by or consequent upon the breakage of the Glass to which it is affixed.
7. damage to frames or framework of any description.
8. the removal or replacement of any fittings or fixtures in order to replace the glass.
9. loss destruction or damage directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) nuclear weapons material.

### CONDITIONS

1. This Policy and the Schedule shall be read together as one contract any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company.
4. If there be any alteration of the Premises or in the tenancy sub-tenancy occupancy of or business carried on in the Premises or if the Premises should become void or disused then and in every such case the particulars must be immediately notified to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the insurance.

5. On the happening of any event giving rise to a claim under this Policy the Insured shall give immediate notice thereof in writing to the Company and shall furnish full particulars of such event and such claim and shall produce such evidence as the Company may reasonably require. If no claim shall be made within fifteen (15) days from the happening of such event the Insured shall be excluded from all right to recover under this Policy.
  6. All salvage shall be the property of the Company and must be carefully preserved and it shall be at the option of the Company either to pay to the Insured the amount of the intrinsic value in money or to make replacement with glass of a similar manufacture and quality. On the happening of any event giving rise to a claim under this Policy the Company and their Agents shall be entitled to enter the Premises for all reasonable purposes relating to or in connection with the insurance hereby effected.
  7. The Company shall in respect of anything insured under this Policy be entitled to use the name of the Insured including the bringing defending enforcing or settling of legal proceedings for the benefits of the Company.
  8. If at the time of the happening of any event giving rise to a claim under this Policy there shall be any other insurance covering the same risk whether effected by the Insured or not then the Company shall not liable to contribute more than their rateable proportion of any payment in respect of such event.
  9. The Company may be notice in writing to the Insured under registered letter to his last known address give seven day's notice of their intention to terminate this Policy returning on demand a proportion of the Premium corresponding to the unexpired period of insurance.
  10. All differences arising out of this Policy shall be referred to the decision of an Arbitrators 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 appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in the discretion of the Arbitrator Arbitrators or Umpire. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months have been referred to arbitration under the provision herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
  11. The Agents of the Company shall in no case be made personally responsible on account of any legal or other investigations which they may find it necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any claim by the Insured. If the Insured shall commence such proceedings against the Agent it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Company under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.
- N.B For your own protection please read this Policy and its conditions and if the Policy be not filled in correctly or according to your intention return same to the office for alteration.**

**ENDORSEMENT/CLAUSES/WARRANTIES**  
**(Not included in the Policy unless specified in the Schedule)**

**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 Insurers within sixty (60) 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 Insurers 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 authorised agent of the Insurers 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 authorised to receive such premium shall lie on the Insurers.

**REINSTATEMENT/REPLACEMENT VALUE CLAUSE**

It is hereby declared and agreed that in the event of a loss or damage to any insured property (excluding stocks) as described in the Schedule for which a claim is admitted under the Policy the indemnity shall be calculated based on the cost of replacing or reinstating such property of the same kind or type but not superior to or more expensive than the value of the insured property when new.

Subject otherwise to the terms conditions and exceptions of the Policy.

**LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

**REINSTATEMENT OF LOSS CLAUSE**

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall maintain in force for the full sum insured.