

## PLATE GLASS POLICY WORDINGS

Whereas the Insured carrying on the Business described in the Schedule and no others for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.** (hereinafter called (“CTPIS” or “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 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 thereof subject to any limit specified in the said Schedule.

## EXCLUSIONS

The Company shall not be liable for:

1. breakage of 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. breakage of Glass caused by the wilful act, procurement, connivance or assistance in any way whatsoever of the Insured or any claimant or inmate or member of the Insured's household or business staff.
5. the cost of barricading, scaffolding or similar erections.
6. any loss arising from interruption in or delay caused to business nor for any other consequential loss arising at any time or from any cause whatsoever.
7. breakage of Glass whilst not fixed.
8. breakage of any lettering specified in the Schedule unless such breakage be caused by or consequent upon the breakage of the Glass to which is affixed.
9. the cost of removal or replacement of any fixtures or fittings in order to replace the Glass.
10. 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.
11. damage to frames or framework of any description.
12. breakage due to dilapidations of frames or framework.
13. breakage occurring during transit to or while being affixed to or removed from or during the course of alterations in the Premises described in the Schedule.
14. any loss or destruction or damage or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
15. any loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
16. any breakage of glass caused by expansion and contraction of glass.

## CONDITIONS

1. The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. If there be any alteration of the Premises, or in the tenancy, subtenancy, occupancy of, or business carried on in the Premises, or if the Premises should become void or disused, notice in writing thereof shall immediately be given 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.
4. 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 reasonable require. If no claim shall be made within seven days from the happening of such event the Insured shall be excluded from all right to recover under this Policy.
5. The Insured shall take all reasonable precautions for the safety of the Insured property. Upon becoming aware of any event which may give rise to a claim under this Policy the Insured shall at his own expense take all practicable steps to discover the person who is liable for such claim.
6. On the happening of any event giving rise to a claim under this Policy the Company shall be entitled to enter the Premises for all reasonable purposes relating to or in connection with the insurance hereby effected.
7. 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. Should the Company decide to replace instead of paying the cost value, the alteration, removal and restoration of all window-fittings, frames, fixtures, casing and tiles and similar objects which it is necessary to alter or remove before replacement can be made shall be done by and at the expense of the Insured.
8. 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 benefit of the Company.

## CONDITIONS (continued)

9. 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 be liable to contribute more than their ratable proportion of the loss.
10. The Company may by notice in writing to the Insured under registered letter to his last known address give seven days' notice of their intention to terminate this Policy returning on demand a proportion of the Premium corresponding to the unexpired Period of Insurance.
11. All differences arising out of this Policy 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 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. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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.
12. The due observance and fulfilment of the terms conditions and endorsements 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.

## PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the :-
  - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (ii) EFFECTIVE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then :-
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
  - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60 day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.