



ISSUING OFFICE

The Oriental Insurance Company Limited
Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

PLATE GLASS INSURANCE

WHEREAS the insured named in Schedule below, carrying on the business mentioned therein and no other for the purpose of this Insurance has, by a proposal and declaration dated as stated in the said schedule which Proposal and declaration it is hereby agreed shall be the basis of this Contract and be considered as Incorporated herein, applied to THE ORIENTAL INSURANCE CO. LTD. (herein after called the company) for the insurance hereinafter contained for the period stated in the Schedule hereto and in consideration of the insured having paid to the Company the sum shown as the first premium for or on account of such Insurance.

NOW THE POLICY WITNESSETH THAT:

If during the said period or during any subsequent period for which the Company may agree to accept a renewal premium there shall be a breakage (which for the of this policy shall not include damage by scratches) of any of the glass mentioned in the said Schedule not occasioned by happening through or contributed to by:

1. Fire or Explosion.
2. War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not). Civil War, Mutiny, Rebellion, REVOLUTION, Insurrection Military or Usurped Power, Strike Riot or Civil Commotion.
3. Typhoon, Flood, Hurricane, Volcanic eruption, Earthquake or other convulsion of Nature.

The Company shall pay or make good to the Insured the intrinsic value of such glass up to the total value specified in the schedule against each item respectively.

Provided that the Company will not be liable for any misdescription of the Glass insured and that unless expressly stated in the Schedule below a glass shall be considered plain and of ordinary glazing quality and without Embossing, Silvering, Lettering, Bending or Ornamental work of any kind, Further that the company Shall not be responsible for breakage of any lettering mentioned below unless such breakage be caused by or consequent upon the breakage of the glass to which it is affixed.

Provided further that the due observance and fulfillment of the conditions contained herein or endorsed hereon shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder.

PROHIBITION OF REBATES

Your attention is drawn to the undernoted Section 41 of the Insurance Act, 1938 (as amended).

1. No person shall allow or offer to allow, either directly, or indirectly, as an inducement to any person to take out renew or continue an Insurance in respect of any kind of risks relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.
2. "Any person making default in complying with the provision of this section shall be punishable with fine which may extend to five hundred rupees."

IMPORTANT NOTICE TO CLIENTS

According to Section 64-VB of the Insurance Act 1938 no risk can be assumed unless premium is received in advance. In view of this provision we hereby request you to note that notwithstanding what is stated in the renewal notice no risk will attach unless and until the relative premium has been paid by you to the Company. For this purpose only payments made to the Company's authorized Agents or Bankers shall be deemed to be payments made to the Company.

We trust that you will appreciate the position and arrange for payment of the premiums while sending the renewal instructions to us to renew the cover.

CONDITIONS

1. 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 with which the Insured has been in Communication.
2. This policy does not cover:
 - (a) Cracked or imperfect glass.
 - (b) Damage to frames or framework of any description.
 - (c) The removal or replacement of any fitting or fixtures in order to replace glass.
 - (d) The cost of Boarding up or any loss or damage arising from the interruption of or delay in the insured's business during the time intervening between occurrence of any breakage and of reglazing .
3. All the Glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the premises, or in the tenancy, sub tenancy, occupancy of or business carried on in the buildings containing the Glass described in this policy or if the premises should become void or discussed, then and in every such case the same must be immediately notified to the Company and if the risk is increased the company shall have option to charging a suitable extra premium or of refusing to continue the Insurance.
4. In case of breakage of any of the Glass herein mentioned, the Insured shall give immediate notice thereof in writing to the Company and shall furnish full particulars of such breakage and how sustained, and make proof of the same by the production of such evidence as the Company may reasonably require, and if no claim shall be made within fifteen days from the happening of such breakage the Insured shall be excluded from all rights to recover under this Policy.

5. All salvage glass 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. The company shall be entitled to use the name of the Insured for all purposes in connection with this Policy including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Company.
6. This Policy ceases to be in force as to any property which shall pass from the Insured to any other Person otherwise than by Will or Operation of Law , unless notice thereof be given to the Company and the subsistence of Insurance in favor of such other person be declared by a memorandum endorsed thereon by or on behalf of the Company.
7. If at the time of happening of any breakage covered by this Policy there shall be any other insurance covering the same risk whether effected by the Insured or not, them Company shall not be liable to contribute more than ratable proportion of any payment in respect of such breakage.
8. The company may, by notice in writing to the Insured to his last known address, cancel this policy at any time, paying on demand proportion of the premium corresponding to the unexpired period of the Policy.
9. If any difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions 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 disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitrations Act 1996, as amended from time to time and for the time being in force. In case either party shall refuse or failed to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be refer to the decision of umpire who shall have been appointed by them in writing before entering on the reference and whom shall sit with the arbitrators and preside at their meetings.

It is clearly agreed & 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.

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 arbitrators or umpire 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 hereunder and such claim shall not, within twelve 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.

SCHEDULE

POLICY NO: DATE OF PROPOSAL AND DECLARATION: AGENCY:
PERIOD OF INSURANCE: FROM: TO: (BOTH DAYS INCLUSIVE)
NAME OF INSURED: ADDRESS OF INSURED:
TOTAL SUM INSURED: PREMIUM:
GLASS SITUATED IN PREMISES AT: BUSINESS CARRIED ON THEREIN:

ITEM NO.	NO. OF SQUARES	DESCRIPTION OF GLASS	POSITION OF GLASS	DIMENSIONS IN INCHES OR CENTIMETERS		VALUE OF		TOATAL VALUE
				HEIGHT	WIDTH	EACH PLAIN SQUARE	LETTERING STANDING ETC	
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In witness whereof this policy has been signed at _____ on _____ .

For The Oriental Insurance Co Ltd

Authorized Person.