

Plate Glass Insurance Policy

Whereas the insured carrying on the business described in the schedule and no other 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 the Etiqa Insurance Pte. Ltd. (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 said period or during any period for which the company may agree to accept a renewal premium there shall be a breakage (which for the purpose of this policy shall not include scratches) of any of the glass mentioned 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.

Provided always that the due observance and fulfilment of the terms, exceptions, limitations and conditions hereof so far as they relate to anything to be done or complied with by the insured shall be conditions precedent to any liability of the company hereunder and that no waiver of any of the provisions hereof shall be valid unless made in writing signed by an attorney or authorised official of the company.

Exceptions

This policy shall not cover (unless the consent of the company shall have previously been obtained and recorded by endorsement hereon) breakage of glass :-

- (a) Being embossed, silvered, bent or containing lettering or ornamental work of any kind.
- (b) Resulting from cracks of which the company have not been notified in writing.
- (c) Occurring during transit to or while being affixed to or removed from or during the course of alterations on the premises described in the said schedule.
- (d) Directly or indirectly occasioned by or happening through or in consequence of :-
 - (i) fire, lightning, earthquake and explosion
 - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, Insurrection or military or usurped power
 - (iii) riot or civil commotion
 - (iv) 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:

and in the event of any claim arising for breakage of insured property the insured shall, if so required and as condition precedent to any liability of the company, prove that the breakage did not in any way arise under or through any of the above excepted circumstances or causes.

Provided further that the company will not be liable for any misdescription of the glass insured and that unless expressly stated in the said schedule all glass shall be considered plain and of ordinary glazing quality, and the liability of the company shall be limited to intrinsic cost. Further, 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. The company shall not be liable for the cost of barricading scaffolding or similar erections nor for 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.

Important Notice

In accordance to section 25(5) of the Insurance Act, we would remind you that you must disclose to us fully and faithfully all the facts you know or could reasonably be expected to know, otherwise you may not receive any benefit from this policy.

Conditions

- 1. COMMENCEMENT OF COVER**
This insurance shall not commence until the premium has been actually paid to and accepted by the company and the company’s official acceptance letter or policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the company unless a printed form of receipt signed by an official or duly authorised representative of the company shall have been issued thereof.
- 2. NOTICES**
Every notice or communication to be given or made under this policy shall be delivered in writing to the company.

- 3. ALTERATIONS**
All the glass described by this policy is insured only so long as it is fixed. If there be any alteration of the said 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 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. CONTRIBUTION**
If at the time of any breakage there be any other subsisting insurance or insurances, covering the same insured property and permitted by endorsement the company shall not be liable to pay or contribute more than its rateable proportion of the loss.
- 5. NOTICE OF CLAIM**
In case of breakage of any of the glass herein mentioned, the insured shall immediately give notice thereof in writing to the company and shall furnish the particulars of such breakage and how sustained, and make proof of the same by the production of evidence as the company may reasonably require within seven days from the happening of such breakage. The insured upon becoming aware of any breakage in respect of which a claim is or may be made shall at his own expense take all practicable steps to discover the person who is liable for such breakage.
- 6. SUBROGATION**
All salvage glass shall be the property of the company, and must be carefully preserved. 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.
- 7. CANCELLATION**
The company may give notice in writing to the insured, under registered letter to his last known address, cancelling this policy at any time, paying on demand a proportion of the premium corresponding to the unexpired period of the policy.
- 8. AVERAGE**
This policy is subject to the condition of average, this is to say, if the property hereby covered shall at the time of any loss be of greater value than the sum insured hereby the insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured hereby bears to the total value of the said property.
- 9. ARBITRATION**
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.
- 10. ABANDONMENT OF CLAIM**
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.

Personal Data Use

Any information collected or held by us whether contained in your application or otherwise obtained may be used and/or disclosed to our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to your application, any policy issued and to provide advice or information concerning products and services which we believe may be of interest to you and to communicate with you for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.