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QBE PLATE GLASS Insurance POLICY

QBE INSURANCE (MALAYSIA) BERHAD welcomes you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

PGLPGL002-Q-1214(NON-CONSUMER)

QBE PLATE GLASS Insurance POLICY

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A. THE COVER

Preamble

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

Now this Policy witnesseth:-

That during the Period of Insurance stated in the Schedule the Company will indemnify the Insured subject to the terms, exceptions and memoranda contained herein or endorsed hereon or attached hereto

- (a) to the extent of the market value of any of the panes of glass broken.
- (b) to an amount not exceeding that insured on and set opposite the respective other items in the Schedule hereto occurring during the Period of Insurance as a result of any breakage of any of the glass described in the Schedule.

Provided always that the word "breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass.

B. EXCLUSIONS

Provided further that the Company shall not be liable in respect of:-

1. Electronic Magnetic Radiation

Any loss, damage, cost, liability or obligation, actual or alleged, directly or indirectly arising from Electro Magnetic Radiation.

Electro Magnetic Radiation shall include but is not limited to magnetic energy, waves, fields or forces generated, produced, distributed, transmitted or maintained by charges, currents, frequencies, energy or forces of electricity.

2. Excluded Perils

Breakages arising during (unless it be proved by the Insured that such breakage was not occasioned thereby) or in consequence of:-

- (i) Fire, artificial heat, earthquake, subterranean fire, explosion.
- (ii) Hailstorm, windstorm, flood.
- (iii) Riot, strike & civil commotion, any consequential loss or legal liability of whatsoever nature.

3. Radioactivity

(i) Breakage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.

(ii) Breakage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

4. Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.³

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. War

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. Wilful Act/ Declaration/ Removal Clerk

- (a) Breakage caused by the wilful act or with the connivance of the Insured;
- (b) Glass writing, ornamentation or frames or framework of any description;
- (c) The cost of removal or replacement or any fittings, fixtures, or other obstructions;
- (d) Cracked or imperfect glass unless specially declared as such and specifically included in the **Schedule** hereto.

C. CONDITIONS

1. **Duty of Disclosure**

Where you have applied for this Insurance wholly for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

2. **Alteration**

No alteration in the terms of this Policy or its conditions shall be valid unless the same be signed or initialled by some official thereunto authorised by the Company.

3. **Arbitration**

If any difference arises as to the amount of any loss or damage 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 (2) calendar month after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed.

The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And 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 Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

4. **Reinstatement of Cover**

In the event of all or any portion of the glass insured by this policy being broken, this Policy shall not cover any glass substituted for such broken glass, unless such additional premium is paid in respect thereof as the Company may require.

5. **Cessation**

Unless the written consent of the Company shall have been previously obtained, this Policy ipso facto ceases to be in force:-

- (a) if the trade or manufacture carried on be altered, or if the nature of the occupation, or other circumstances affecting the building containing the insured property be changed.
- (b) if the building containing the insured property become unoccupied and so remain for a period of more than thirty (30) consecutive days.
- (c) if the Insured shall cause or suffer and change or alteration in the premises or the property insured hereunder so that the particulars and information set forth in the within-mentioned proposal are no longer correct statements of the facts;
- (d) as to any part of the property hereby insured upon the interest of the Insured therein passing from him or upon the charging thereof by a Bill of Sale or other security.

6. **Claim Procedure**

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall:-

- (a) Forthwith give Notice thereof to the Company explaining the circumstances of the case, and unless such notice be received by the Company within seven (7) days no compensation shall be payable under this Policy; and the Insured shall not cause or permit the removal of the broken glass from its position without the consent of the Company;
- (b) At all times furnish to the Company all such particulars and evidence, documentary and otherwise, and execute and do all such assurances and things, make such declarations and give all such access as the Company may reasonably require to substantiate the Claim, to discover and punish any guilty person or persons, and to recoup the Company, so far as may be, in respect of the amount it shall pay, or be liable to pay, under this Policy and if any person other than the Insured's own servant is responsible for the breakage, shall empower the Company to sue in the Insured's name, but at the cost of the Company and shall otherwise assist the Company to recover compensation. The Company shall bear the expense of all such particulars, evidence, assurances, declarations and things as it may require with the above objects or any of them other than those required to substantiate the claim.

7. **Misrepresentation**

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation, or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, or if upon any breakage happening in respect of which a claim is or may be made under this Policy the Insured shall cause or suffer the Company or any of the Company's representatives to be hindered or obstructed in entering the premises where the same has occurred or examining any books, vouchers, correspondence, or other documents relating or that might relate to the subject of the claim, then, and in any of these cases, this Policy shall be void.

8. Notice of Renewal and Cancellation

The Company shall not be bound to send notice of any renewal premium becoming due, and may, by notice in writing to the Insured, posted under registered cover to the within-mentioned address or delivered personally, cancel this Policy at any time paying on demand and on the surrender of this Policy to the Company a proportion of the premium corresponding to the unexpired period of the Policy. Such notice if posted shall be deemed to have been received by him at the time when the same would be delivered in the ordinary course of post but in no case later than three days after the same is posted.

9. Other Insurance

If at the time of the breakage there be any other Insurance effected by or on behalf of the Insured, covering any of the property hereby insured, the Company shall not be liable to pay more than its rateable proportion of any sums payable in respect of such breakage.

10. Monetary Payment or Replacement

It shall be at the option of the Company either to pay the Insured the amount of the loss in money, or to make replacement with glass of a similar manufacture and quality. In no case shall compensation be payable by the Company for interruption or delay of business, or damage of any kind during the time intervening between the occurrence of a breakage and the replacement thereof. All salvage glass is the property of the Company and must be carefully preserved.

11. Precaution

The Insured shall take all due precautions for the property insured as if the same were not insured.

12. 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 Company 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 Company shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company 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 Company.

13. Written Notice

Every notice or communication to the Company shall be in writing and sent to the office of the Company at which this Policy is issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. Any Agent or Officer of the Company who may on behalf of the Insured write any statement which the Insured signs or authorises to be signed shall for the purpose thereof be deemed to be the Agent of the Insured and not of the Company

IMPORTANT NOTICE:

The following are channels available for complaints on insurance related matters. You can contact our Complaint Unit for assistance at 03-7861 8400 or the following authorised bodies:

FINANCIAL MEDIATION BUREAU (FMB)
LEVEL 25, DATARAN KEWANGAN DARUL TAKAFUL
NO. 4 JALAN SULTAN SULAIMAN
50000 KUALA LUMPUR
TEL: 03-2272 2811
FAX: 03-2274 5752

LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)
BANK NEGARA MALAYSIA
P O BOX 10922
50929 KUALA LUMPUR
TEL: 1-300-88-5465 (LINK)
FAX: 03-2174 1515