

GLASS INSURANCE POLICY

WHEREAS the Insured named in the Schedule carrying on the business mentioned therein and no other for the purpose of this Insurance, by a Proposal and Declaration which shall be the basis of this Contract and be considered as incorporated herein has applied to the **Solarelle Insurance Private Limited** (hereinafter called the "Company") for the Insurance hereinafter contained for the period stated in the Schedule hereto and in consideration of the Insured having paid or agreed to pay to the Company the sum shown as the initial premium for or on account of such Insurance.

NOW THIS 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 purpose 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. Cracked or Imperfect Glass
2. Fire or Explosion
3. War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Mutiny, Rebellion, Revolution, Insurrection, Military or Usurped Power.
4. 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 except.

- (a) Damage to frames or framework of any description
- (b) The cost of removal or replacement of any fittings or fixtures in order to replace glass
- (C) 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 occurrences of any breakage and or reglazing.

PROVIDED that the Company will not be liable for any misdescription of the glass insured and that unless expressly stated in the Schedule below all 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 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.

You are recommended to examine your policy to ensure that it has been prepared in accordance with your requirements.

CONDITIONS

This Policy and the Schedule shall be read together as one Contract and 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.

1. NOTICE: Every Notice and other Communication to the Issuing Office or the Company required by this Policy shall be in writing

2. RECEIPT: No payment in respect of any premium shall be deemed to be payment to the Company, unless a printed form of receipt for the same, signed by an authorized officer of the Company shall have been given to the Insured.

3 .ALTERATION: All the glasses 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 or business carried on in the buildings containing the' glass described in this Policy, or if the premises should become void or disused, 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 the option of charging a suitable extra premium or of refusing to continue the Insurance.

4. CLAIMS PROCEDURE: In case of breakage/s of any of the glass herein mentioned the Insured shall give immediate notice thereof in writing to the Issuing Office or the Company and shall furnish full particulars of such breakages 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/s the Insured shall be excluded from all right to recover under this Policy.

All salvage glasses 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 / glasses of a similar manufacture and quality.

5. SUBROGATION: 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. CONTRIBUTION: If at the time of the happening of any breakage/s covered by the 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 its rateable proportion of any payment in respect of such breakage/s.

7. CANCELLATION: The Company may, by notice in writing to the Insured to his last known address, cancel this Policy at any time, paying on demand a .proportion of the premium corresponding to the unexpired period of the policy.

8. ARBITRATION: If any difference should arise 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 calendar months' 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 calendar months 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 nor 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 at 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 shall be first obtained. 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.

9. OBSERVANCE OF TERMS AND CONDITIONS: The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

N. B: - Please read your Policy carefully and ascertain that it is in accordance with your requirement and intentions.