



STAMP DUTY
PAID

PROGRESSIVE INSURANCE BHD (19002-P)

PLATE GLASS POLICY

Whereas the Insured named in the Schedule hereto has made to Progressive Insurance Bhd. (hereinafter called the "Company") a proposal and declaration which shall be the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the insurance hereinafter contained.

Now This Policy Witnesseth that subject to the Terms, Exceptions, Limits and Conditions contained herein or endorsed hereon if at any time during the Period of Insurance stated in the Schedule or during any period for which the Company may accept payment for the renewal of this Policy there shall happen any breakage of glass described in the Schedule (including any writing painting or ornamentation thereon or alarm tapes if such are specifically included in the Schedule) the Company will at its option reinstate such glass or pay to the Insured the costs of reinstatement.

Provided that the Company's liability to reinstate or pay reinstatement costs pursuant to this Policy shall be limited to the declared value stipulated in the Schedule.

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

EXCEPTIONS

The Company shall not be liable for:

- (a) Breakage during removal of or alteration to the glass or during any alteration to the premises or fittings.
- (b) Loss or damage to frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
- (c) Cracked or imperfect glass unless specially declared as such and specially included in the Schedule.
- (d) Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass.
- (e) Loss or damage directly or indirectly caused by or contributed to by or arising from :
 - i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
 - ii) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
 - iii) martial law or state of siege or any of the events or causes which determine the proclamation of maintenance of martial law or state of siege
 - iv) any act of any person acting on behalf of or in connection with any Organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or looting, sacking or pillage in connection with any of the aforementioned occurrences.
- (f) Breakages loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (g) Damage to or breakage of writing, painting, ornamentation or alarm tapes unaccompanied by the breakage of glass even when such items are specifically included in the Schedule.
- (h) Breakage due to dilapidation of frames or framework.

CONDITIONS

1. MEANING

This Policy and the Schedule shall be read 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.

2. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the Terms, Conditions and Endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to the liability of the Company to make any payment under this Policy.

3. NOTICE

All notices required to be given by the Insured to the Company must be in writing addressed to the nearest Branch or Agency of the Company and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alterations in the terms of this Policy nor any endorsement thereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.

4. CLAIMS PROCEDURE

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall within 7 days give notice to the Company and shall when required furnish full particulars of such breakage and the circumstances under which it occurred.

5. SUBROGATION

The Company may proceed against any person or persons in the name of the Insured to recover compensation for the loss sustained by such breakage and the Insured shall give all reasonable assistance as the Company may require.

6. SALVAGE

In the event of breakage for which the Company is liable the broken glass shall become the absolute property of the Company as salvage and the Insured shall take all precautions to prevent further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.

7. CHANGE IN RISK

The Insured shall give immediate notice of all or any circumstances which materially affect the risks covered by this Policy and particularly if any alterations be made to any of the glass mentioned in the Schedule hereto or if any repairs or alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on thereon or if the premises shall become unoccupied.

8. CANCELLATION

The Company shall at any time by giving 7 days' notice to the Insured by Registered Letter at the Insured's address as last known to the Company, be at liberty to cancel this Policy provided that the Company in that event shall on demand return to the Insured a proportionate part of the Premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled at any time by the Insured on 7 days' notice to the Company and in such event the Insured shall be entitled to a return of premium less premium at the Company's Short Period Rates for the time the Policy has been in force during the then current Period of Insurance.

9. DUTY OF INSURED

The Insured shall take all due and proper precautions for the safety of the property insured.

10. CONTRIBUTION

If at the time of the happening of any event giving rise to a claim under this Policy 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 all sums payable in respect of such claims.

11. 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 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.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY

AUTOMATIC REINSTATEMENT OF SUM INSURED

It is hereby declared and agreed that in the event of any claim sustainable under the Policy the sum insured in respect of the item against which payment is made is reinstated upon payment of the appropriate additional premium to the Company until the expiry date of the Policy.

CONDITION PRECEDENT CLAUSE

The validity of this Policy is subject to the condition precedent that:

- a) for the risk insured, the name insured has never had any insurance terminated in the last 12 months due solely or in part to a breach of any Premium Warranty condition; or
- b) if the named insured has declared that is has breached any Premium Warranty condition in respect of a previous policy taken up with another insurer in the last 12 months;
 - i) if the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy;
and
 - ii) a copy of the evidence of premium paid from the previous insurer to this effect is first provided by the named insured to the Company before cover incepts.

CRIMINAL BREACH OF TRUST (CBT) CLAUSE

The Company shall not be liable for any loss or damage caused by or attributed to the act of Criminal Breach Of Trust (CBT) by any person within the meaning of the definition of the offence of CBT set out in the Penal Code.

CBT is defined in the Panel Code "as whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes or that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharged of such trust, or wilfully suffers any other person so to do, commits 'Criminal Breach Of Trust'".

CYBER CLARIFICATION CLAUSE

The Policy specifically excludes losses of any kind directly or indirectly caused by arising from or consisting of, in whole or in part:

- (a) The use or misuse of the internet or similar facility
- (b) Any electronic transmission of data or other information

- (c) Any computer virus, worm, logic bomb, Trojan horse or similar problem
- (d) The use or misuse of any Internet address, Website or similar facility
- (e) Any data or other information posted on a Website or similar facility
- (f) Any loss of data or damage to any computer system, including but not limited to hardware or software
- (g) The functioning malfunctioning of the Internet or similar facility or of any Internet address, Website or similar facility
- (h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

ELECTRONIC DATE RECOGNITION CLAUSE

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
- (i) correctly recognize any date as its true calendar date
 - (ii) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date and/or
 - (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date
- B. It is further understood that the Company will not pay for the repair modification of any part of any electronic data processing system or any part of any device and/or software as listed in A above.

LOSS NOTIFICATION CLAUSE

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim under this Policy provided:

- (a) Such delay in notification shall not exceed sixty (60) days from date of occurrence of loss.
- (b) The Company's right to recover (in the name of Insured or otherwise) from any responsible party for the loss shall not have been prejudiced.
- (c) The burden of proving that a loss has occurred shall be upon the Insured.

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

PAYMENT ON ACCOUNT CLAUSE

The Company agrees that in the event of the occurrences of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if so desired.

PREMIUM WARRANTY

It is 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.

Subject otherwise to the Terms and Conditions of this Policy.

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

The Policy shall not be liable for:-

- A. loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

REINSTATEMENT CLAUSE

In the event the property insured (excluding stocks-in-trade) under the within Policy being destroyed or damaged, the basis upon which the amount payable under the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

- 1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have incurred in replacement or reinstatement if the whole property covered had been destroyed exceeds the sum insured thereon at the commencement of any destruction of or damage to such property by any peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:
 - a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further times as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon identical basis of reinstatement set forth therein.

RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT

- (i) The Policy extends to cover Riot and Strike Damage which for the purpose of this shall mean:
Loss of or damage to property insured directly caused by:
 - (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
 - (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
 - (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
 - (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing consequences of any such act.
- (ii) The Policy extends to cover Malicious Damage which for the purpose of this extension shall mean:
"Loss of or damage to the property insured (excluding stock and merchandise of every description) directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace)".

TERRORISM EXCLUSION ENDORSEMENT

This Policy 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.

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 in 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 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.

THEFT BY DECEPTION (CHEATING) CLAUSE

The Company shall not be liable for any loss or damage cause by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces, the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind reputation or property, is said to "Cheat".

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE NOT APPLICABLE UNLESS SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO

COINSURANCE AND LEADER CLAUSE

Any reference to the "Company" shall be deemed to mean the Companies as stated in the schedule each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the schedule the Insured shall sustain loss or damage in the circumstances provided for by this Policy indemnify the Insured in the manner herein described.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Policy/ Endorsement/Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

IMPORTANT - We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy. The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.