PLATE GLASS INSURANCE POLICY
UIN: IRDAN125RP0005V01200405

Whereas the Insured named in the 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 HDFC ERGO General Insurance Company Limited (hereinafter called the 'Company') for the insurance hereinafter contained for the period stated in the Schedule hereto (hereinafter called "the said Period") and in consideration of the Insured having paid to the Company and the Company having accepted the sum shown as the premium in the Schedule for and 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 accept a renewal premium there shall be an accidental 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 either directly or indirectly by:

1. Acts of Terrorism. Loss or damage, cost or expenses 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 such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

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

   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 purpose including the intention to influence any government and / or to put the public, or any section of the public, in fear.
2. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

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

3. Ionising radiation or contamination by radioactivity from any source whatsoever.
4. Nuclear weapons material.
5. Riot or Strike.

The Company shall pay or make good to the Insured the intrinsic value of such Glass up to the Sum Insured as specified in the Schedule against each item.

Provided that the Company will not be liable for any accident of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

DEFINITIONS:

DEDUCTIBLE EXCESS: The first part of any claim amount that has to borne by the Insured.

INTRINSIC VALUE OF GLASS: means its Reinstatement Value less depreciation.

GLASS: Glass means fixed plain glass and mirrors in or on the premises of the Insured where such glass is situated, excluding painting, tinting, embossing or ornamental works on the Glass unless expressly stated in the Schedule and its value included in the Sum Insured.

Glass shall also include frames and framework provided it is expressly stated in the Schedule and its value included in the Sum Insured.

REINSTATEMENT VALUE: means the cost of replacing or reinstating Glass of the same kind or type but not superior to or more expensive than the Glass when insured.

SUM INSURED: means Sum Insured as mentioned in the policy Schedule which is the maximum sum payable as a whole under the policy during the policy period for all the insured perils. Sum Insured shall be on Reinstatement Value basis.

BASIS OF INDEMNITY: Basis of Indemnity shall be on Reinstatement Value. If the Sum Insured is less than the Reinstatement Value of the Glass insured, then the Insured shall be considered his own insurer for the difference between Sum Insured and the Reinstatement Value and accordingly shall bear a rateable proportion of the loss or damage. Each item of Glass insured, if more than one, shall be separately subject to this condition.

PROVIDED that the Company will not be liable for any misdescription of the Glass insured and that unless expressly stated in the Schedule, all Glass insured 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 in the Schedule unless such breakage be caused by breakage of the Glass to which it is affixed.

PROVIDED FURTHER that the due observance and fulfilment 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.

EXCLUSIONS

This Policy does not cover:

1. Deductible Excess stated in the Schedule to the policy.
2. Breakage or damage during removal, alterations and/or repairs in or about the premises.
3. Disfiguration or scratching or damage of Glass other than by way of a fracture extending through the entire thickness of Glass.
4. Breakage of Glass, which is not completely and securely fixed.
5. Cracked or imperfect Glass.

6. Expenses incurred for removal or replacement of any fittings or fixtures in order to replace Glass.
7. 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 reinstatement of such Glass.

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 the Schedule shall bear such specific meaning wherever it may appear.

1. All Glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the Glass insured premises, or in the tenancy/ sub-tenancy occupancy or business carried on by the Insured in the buildings containing the Glass described in this policy, or if such premises should fall in disuse, then and in each such case the Insured shall immediately notify the Company and if in the Company's sole opinion, the situation presents an enhanced risk, the Company shall have the option to either charge extra premium which in its sole discretion shall be suitable, or refuse to continue the insurance.

2. Glass insured which has suffered accidental breakage must be carefully preserved. At the Company's sole option, the Company may either pay to the Insured the amount of intrinsic value in money of the Glass in respect of which a claim has been made under this policy or effect a 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.

3. This Policy ceases to be in force as to any Glass insured 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 in writing, and the subsistence of the Insurance in favour of such other person be declared by a memorandum endorsed hereon by or on behalf of the Company and if in the Company's sole opinion, the situation presents an enhanced risk, the Company shall have the option to either charge extra premium which in its sole discretion shall be suitable, or refuse to continue the insurance cover.

4. **NOTICE:** Every notice and communication to the Company required by this policy shall be in writing and be addressed by registered post acknowledgement due to the corporate office of the Company as mentioned in the schedule.

5. **DUTY OF DISCLOSURE:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact at the sole discretion of the Company.

6. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the Glass insured against accident, loss or damage (and minimise any claim arising out of an insured peril). The Insured shall also take all steps within their control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to protect the Glass insured from further damage or loss. If the Insured or any person on his behalf does not comply with the requirements of the Company for the purposes as stipulated herein or hinders or obstructs the Company in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of the Company.

7. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise to or likely to give rise to a claim under this policy the Insured shall –

a. Give immediate notice thereof in writing to the nearest office of the Company with a copy to the corporate office of the Company as mentioned in the schedule;

b. Deliver to the Company within 14 days, unless the Company extends this period at its sole discretion by not more than 12 months, from the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage to the Glass insured, with an estimate of the intrinsic value of the Glass lost and the amount of damage sustained to the Glass; and

c. Submit all reasonable information, assistance and proof in connection with any claim to the Company and permit the Company's representatives, upon prior appointment and during reasonable times, to enter and inspect the Insured's premises at which the loss or damage to the Glass insured has occurred for the purpose of investigating the claim. If required by the Company, the Insured will also make a declaration on oath in the legal form desired by the Company affirming the truth of the claim and of any matters connected therewith.

8. INDEMNITY: The Company may at its option reinstate, replace or repair the Glass insured lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Glass as it was at the time of the occurrence of such loss or damage or more than the Sum Insured thereon.

9. AVERAGE: If the Glass hereby insured shall at the time of any loss or damage is collectively of greater value (Reinstatement Value) than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition.

10. CONTRIBUTION: If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same risk as is covered under this policy, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

Under insurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

11. SUBROGATION: The Insured and any claimant under this policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

12. FRAUD: If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the policy shall be forfeited.

13. MISREPRESENTATION: The Insured shall take due care to describe the Glass insured. In the event of any misrepresentation or non disclosure of material fact or adoption of fraudulent means to obtain

any benefit, the policy shall be void without any refund of premium.

14. **BURDEN OF PROOF:** In any action, suit or other proceedings where the Company alleges that by reason of the provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
15. **CANCELLATION:** The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.
    The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period..
16. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment 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 and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.
17. The Company shall not be bound to accept renewal of this policy or give notice that such is due.
18. The Insured agrees not to transfer his interest in this policy unless the Company consents to the transfer in writing.
19. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months of the happening of loss or damage unless the claim is the subject matter of pending legal action. It is hereby expressly agreed and declared that if the Company disclaims liability to the Insured for any claim hereunder mentioned, and such claim is not, within 12 calendar months from the date of such disclaimer, 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.
20. No sum payable under this Policy shall carry any interest or penalty.
21. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and/ or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.
22. **GOVERNING LAW & JURISDICTION:** This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.
23. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs (Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.
If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system - https://bimabharosa.irdai.gov.in
You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com , https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.
Grievance may also be lodged at IRDAI Integrated Grievance Management System https://igms.irda.gov.in

ANNEXURE A

Ombudsman Details

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)

AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453,	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD **Office of the Insurance Ombudsman,** 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR **Office of the Insurance Ombudsman,** Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	
KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA **Office of the Insurance Ombudsman,** Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road,	Bihar, Jharkhand.

Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	
PUNE **Office of the Insurance Ombudsman,** Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."