

Allianz Insurance Lanka Ltd.

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GLASS INSURANCE POLICY

AS the Insured has by a proposal and declaration which shall be the basis of this Contract and be held as incorporated herein applied to ALLIANZ INSURANCE LANKA LIMITED. (Hereinafter called the Company) for the indemnity hereinafter contained, in consideration of the Insured paying or agreeing to pay to the Company the required Premium for or on account of the said indemnity the Company agrees subject to the terms, Exceptions and Conditions contained herein or endorsed hereon that if during the period of Insurance the Glass situate at the Premises described in the Schedule shall be broken the Company will pay to the insured the value of the Glass, provided always that the Company's liability shall not exceed in respect of any one piece of Glass the Sum Insured thereon as stated in the Schedule and in the aggregate the Total Sum Insured.

Exceptions

This Policy does not cover:

1. loss or damage directly or indirectly occasioned by or through or in consequence of:
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not),
 - (b) civil war, mutiny civil commotion assuming the proportions of or amounting to a popular rising, military rising Insurrection, rebellion, conspiracy, military or usurped power.
 - (c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - (d) any act of any person acting on behalf of or in connection with any organization its 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 loot, sack or pillage in connection with any of the aforementioned occurrences,
2. any consequence of strike or riot,
3. breakage by or arising out of fire or preventive or salvage operations consequent thereon, lightning, explosion, typhoon, cyclone, storm, tempest, flood, hurricane, earthquake, volcanic eruption or other convulsions of nature,
4. breakage of lettering unaccompanied by breakage of Glass,
5. breakage of or damage to frames or framework of any description,
6. the cost of removing or replacing fixtures or fittings, and any consequential losses,
7. breakage due to dilapidation of frames or framework,
8. loss or damage caused by scratches, manufacture defects, and cracks caused by heat,
9. any loss or destruction or damage or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception

combustion shall include any self-sustaining process of nuclear fission,

10. Any loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
11. Any loss or destruction or damage directly or indirectly caused by aircraft or aerial device traveling at sonic or supersonic speed.

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. **Loss Notification**
immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy the Insured shall give written notice thereof to the Company, and within seven days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.
In no case shall the Company be liable for any loss or damage not notified to the Company within ten days after the event.
2. **Subrogation**
If any claim shall arise through or be attributable to the act, neglect or default of any person or persons other than the Insured or his servants then the Insured shall at the request and cost of the Company institute, take and prosecute such proceedings at law or otherwise and render such assistance as may be necessary for recovery from the person or persons by or to whose act, neglect or default the damage may have been sustained or attributable, and all money so recovered shall be the property of the Company.
3. **Reasonable Care**
The Insured shall take all reasonable precautions for the safety of the Glass including salvage Glass. The Company shall be entitled to any salvage Glass resulting from breakage in respect of which a claim has been paid hereunder.
4. **Alteration**
No claim shall be recoverable hereunder if the Premises shall become empty or disused, or if any change shall be made in the Premises or Occupancy or in the conditions of the risk as existing at the time of acceptance, unless in any of such cases the written consent of the Company there to be first obtained.
5. **Average**
The Sum Insured for each item described in the Schedule shall at all times be equal to the cost of replacement of the item of same specification. If any item shall at the time of any loss or damage be of greater value than the Sum Insured, then, the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss

accordingly. Each item if more than one shall be subject to this condition.

6. Forfeiture

If any claim be in any respect fraudulent if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain benefits under this Policy, or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

7. Cancellation

The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address, and in such event the insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

8. 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 Arbitrator, 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 any 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. 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. Receipts

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

10. Due Observance

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

Note: It is hereby certified that the Stamp Duty shown in the Schedule of the Policy payable in respect of this instrument has been compounded in terms of Section 13 of the Stamp Duty Act.

11. Data Privacy Clause

The Personal Information provided by you may be used to Provide you with a service, any communication, for product development and for any promotions offered by Allianz.

Definitions

The Glass: As stated in the Schedule, all deemed to be plain plates of ordinary glazing quality unless otherwise specified. lettering, painting, embossing, silvering or other ornamental work is not insured unless specifically described herein and the additional cost stated or included in the Sum Insured.

Data Privacy & Protection

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website <https://www.allianz.lk/data-privacy-notice.html> . The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data - means any information relating to an individual