



Plate Glass Insurance Policy

IMPORTANT NOTICE

This is your Plate Glass Insurance Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or AXA Affin General Insurance Berhad. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

Premium charged for this Policy exclude tax(es) that would be imposed in the future (including Goods and Services Tax ("GST")) and from time to time, we will be entitled to recover from you any GST or other taxes that we are required by law to collect. For avoidance of doubt, GST on a pro-rata basis will be chargeable for any period of insurance that falls on or after the implementation date of GST, as applicable.

To help preserve the environment, AXA will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: customer.service@axa.com.my
2. If you are still not satisfied with the way any issue has been handled you can:
 - (a) Refer matters concerning claims to:
Financial Mediation Bureau - Level 25, Dataran Kewangan Darul Takaful, No 4 Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel: (603) 2272 2811 Fax: (603) 2274 5752
 - (b) Submit your complaints/ feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-21741515; or e-mail to bnmtelelink@bnm.gov.my; or send an SMS to 15888

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.

AXA AFFIN GENERAL INSURANCE BERHAD (hereinafter called "the Company") subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Policy") will indemnify the Insured against accidental breakage of the glass described in the Schedule occurring during the Period of Insurance up to but not exceeding the estimate Value.

The Company may at its option reinstate any broken glass or make a payment cash.

The Company will also pay reasonable charges for the temporary boarding up of windows, doors or skylights necessitated as a result of the accidental breakage of any of the glass.

Exception

The Policy does not cover

- (a) breakage caused by or resulting from fire lightning explosion earthquake riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (b) lettering painting embossing silvering ornamental work bent stained bevelled or movable glass unless specifically insured hereunder
- (c) glass which is broken, cracked or otherwise imperfect at the date hereof
- (d) frames, framework or fittings
- (e) cost of removal or replacement of any fittings, fixtures or other obstructions to replacement

- (f) any consequential loss
- (g) settlement of expansion or contraction of the glass or frames or fittings due to climatic conditions
- (h) destruction or damage directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds

Conditions

1. The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the company to make any payment under this policy.

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. 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 meaning wherever it may appear.
3. Upon the breakage of any of the glass covered by this Policy the Insured shall forthwith give notice thereof in writing to the Company and the broken glass must be preserved as salvage belonging to the Company.
4. The Company may at any time in the name of the Insured but at its own expense institute conduct and control any negotiation action or proceedings in relation to any claim and enforce for its own benefit any rights vested in the Insured against third parties.

5. 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 portion of the Period of Insurance.
6. All difference arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company.
7. This is an unvalued Policy. The onus is on the Insured to prove the actual value of the property insured at the time of the happening of its destruction or the actual amount of such damage.
8. The Insured shall take all reasonable precautions to prevent breakage loss or damage.
9. The Company shall in no case be bound to accept notice of any transfer of interest arising herein and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.
10. The Insured shall give immediate notice to the Company of any alteration addition or change in any of the glass or in the occupancy of the premises and shall pay any additional premium required by the Company.
11. If at the time any claim arises under this Policy
 - (a) there be any other insurance covering the same breakage loss or damage in the Company shall not pay more than its retable proportion of such claim
 - (b) the cost of replacing the Glass be greater than the sum insured shall be considered as being the Insured's own insurer for the difference and shall bear a retable proportion of such claim in the event of any claim this clause shall apply separately to each item effected.

TERRORISM EXCLUSION CLAUSE

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.

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 exclude 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 insurers allege that by reason of this extension, 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.

Subject otherwise to the terms of this policy.

PROPERTY DAMAGE CLARIFICATION CLAUSE

To data of software, in particularly any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance:

1. Loss of or 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

2. Structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

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.

Subject otherwise to the terms, exclusions and conditions of the policy.

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 for 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 insurer 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 insurer.

Subject otherwise to the terms and conditions of this policy.

DATE RECOGNITION CLAUSE

It is noted and agreed this policy is hereby amended as follows:

- (a) The Company will not pay for any loss or damage including loss of use with or without physical damage 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:
 1. Correctly recognize any date as its true calendar date;
 2. 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 its true calendar date; and/or
 3. 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 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 or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).
- (c) It is further understood that 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 arising from any device, consultation, design, evaluation, inspection, installation maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.
- (d) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any incurred or any consequential loss referred to (a), (b), (c) or (d) above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

NUCLEAR EXCLUSION

It is hereby agreed and declared that

1. This policy does not cover:
 - (a) any accident or any loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
 2. The indemnity or compensation provided by this policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
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