



**Liberty**  

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**Insurance®**

## Plate Glass Policy

# Terms & Conditions

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**Liberty General Insurance Berhad** 197801007153 (44191-P)  
*Formerly known as AmGeneral Insurance Berhad*

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.  
P.O. Box 6120 Pudu, 55916 Kuala Lumpur.

**Tel:** +603 2268 3333 **Fax:** +603 2268 2222 **Website:** [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)  
(Service Tax Registration No.: B16-1808-31015443)

## PLATE GLASS POLICY

**WHEREAS** the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Liberty General Insurance Berhad** (hereinafter called "The Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that if during the Period of Insurance there shall be breakage (which for the purpose of this Policy shall not include damage by scratches) of any of the glass in the Premises and specified in the Schedule the Company will pay or make good to the Insured the intrinsic value of the Glass together with cost of any necessary boarding up pending replacement subject to the limit of value.

### EXCEPTIONS

The Company shall not be liable for

1. breakage of the glass occasioned by or happening through fire or explosion.
2. any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil commotion.
3. any consequence of typhoon, flood, hurricane, volcanic eruption, earthquake or other convulsion of nature.
4. any misdescription of the Glass and unless expressly stated all Glass shall be considered plain and of ordinary glazing quality and without embossing silvering lettering bending or ornamental work of any kind.
5. breakage of the Glass whilst not fixed.
6. the removal or replacement of any fittings or fixtures in order to replace the glass.
7. loss destruction or damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self- sustaining process of nuclear fission.
  - (b) nuclear weapons material.

### CONDITIONS

1. 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.
2. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured 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.
3. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company. No change in this Policy shall be valid unless approved by an authorised representative of the Company and such approval endorsed therein.
4. The Insured shall take all reasonable precautions to protect the glass including salvage glass and no liability shall attach under this Policy if any repair or alterations be made to the Premises containing the glass or if any alteration be made to the glass or in the occupancy of or trade carried on in the Premises unless such notice of any such repair or alteration be delivered in writing to the Company and the agreement thereto of the Company be signified by an endorsement hereon. The Company shall be entitled to any salvage glass resulting from breakage in respect of which a claim has been paid hereunder.
5. On the happening of any event giving rise to a claim under this Policy the Insured shall give immediate notice thereof in writing to the Company and shall furnish full particulars of such event and such claim and shall produce such evidence as the Company may reasonably require. If no claim shall be made within fifteen (15) days from the happening of such event the Insured shall be excluded from all right to recover under this Policy.

6. All salvage 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 of a similar manufacture and quality. On the happening of any event giving rise to a claim under this Policy the Company and their agents shall be entitled to enter the Premises for all reasonable purposes relating to or in connection with the insurance hereby effected.
7. The Company shall in respect of anything insured under this Policy be entitled to use the name of the Insured including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Company.
8. If at the time of the happening of any event giving rise to a claim under this Policy there shall be any other insurance covering the same risk whether effected by the Insured or not then the Company shall not liable to contribute more than their rateable proportion of any payment in respect of such event.
9. The Indemnity granted by this Policy may be cancelled at any time by the Company by sending a registered letter to the Insured's last known address and in such event, the Company will return a pro-rata portion of the premium for the unexpired part of the Period of Indemnity. For the purpose of this condition, the cancellation shall take effect seven (7) days after the time the notice of cancellation should have been received by the Insured in the ordinary course of post.
10. 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 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 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. The costs of and connected with the arbitration shall be in the discretion of the Arbitrator, Arbitrators or Umpire. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**N.B For your own protection, please read this Policy and its conditions and if the Policy is not filled in correctly or according to your intention please return the same to the Company for alteration.**

#### **ENDORSEMENT/CLAUSES/WARRANTIES**

The following clauses, endorsements and warranties are applicable to this policy:

##### **REINSTATEMENT OF LOSS**

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

##### **REINSTATEMENT/REPLACEMENT VALUE CLAUSE**

It is hereby declared and agreed that in the event of a loss or damage to any insured property (excluding stocks) as described in the Schedule for which a claim is admitted under the Policy the indemnity shall be calculated based on the cost of replacing or reinstating such property of the same kind or type but not superior to or more expensive than the value of the insured property when new.

Subject otherwise to the terms and conditions of this policy.

##### **PAYMENT ON ACCOUNT CLAUSE**

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if 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 insurer 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 insurer 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 insurer, 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.

**SANCTION EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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## **AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT**

If you are not satisfied with our response or decision, you may submit your complaint to the avenue below.

Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

- a) Complaints Management Unit**  
**Liberty General Insurance Berhad**  
**Customer Service Executive, Customer Contact Centre**  
Liberty Insurance Tower,  
CT9, Pavilion Damansara Heights,  
3, Jalan Damanlela,  
Pusat Bandar Damansara,  
50490 Kuala Lumpur.  
Tel. No. : +603 2268 3333 (General Line) or 1 300 88 8990  
Fax No. : +603 2268 2222  
Email : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website : [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)
- b) Ombudsman for Financial Services (OFS)**  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel. No. : +603 2272 2811  
Fax No. : +603 2272 1577
- c) BNMLINK (Laman Informasi Nasihat dan Khidmat)**  
**Bank Negara Malaysia**  
4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel. No. : 03-2698 8044 (General Line) / 1-300-88-5465 (BNMLINK)  
Fax No. : 03-2174 1515  
e-Link : [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)  
Email : [bnmlink@bnm.gov.my](mailto:bnmlink@bnm.gov.my)  
Website : [www.bnm.gov.my](http://www.bnm.gov.my)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).