

GLASS

INSURING AGREEMENTS

The Insurer agrees, in consideration of the payment of the premium and of the statements contained in the Declarations, subject to the limits, terms and conditions of this policy.

1. **Indemnity for Damage:** To indemnify the Insured for all damage to the glass, lettering, ornamentation, tape or foil described in the Schedule attached hereto caused by accidental breakage of such glass which occurs during the policy period.
2. **Exclusions:**

The Insurer shall not be liable for loss or damage:

 - (a) Caused by fire in the Insured's premises or elsewhere;
 - (b) Caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
 - (c) During construction of, alteration or addition to the premises described in the Declarations other than ordinary repair or maintenance;
 - (d) While the premises containing such glass is, to the knowledge of the Insured, vacant or unoccupied for more than thirty consecutive days or being a manufacturing premises ceases to be operated and continues out of operation for more than thirty consecutive days;
 - (e) Or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings.
3. **Limits of Indemnity:** The Insurer's liability is limited to the actual cost of replacement, including installation charges, of such glass, lettering, ornamentation, tape and foil at the time of the breakage, not exceeding the Limit of Insurance (if any).

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

SEE STANDARD CONDITIONS ON REVERSE SIDE

All of the Standard Conditions set forth hereunder apply with respect to all of the perils insured under Glass riders and/or endorsements attached to this policy except as these Standard Conditions may be modified or supplemented by the riders and/or endorsements attached.

STANDARD CONDITIONS

1. **Declarations:**

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

2. **Ownership of Property Insured:**

The property covered hereby may be owned by the Insured or held by him in any capacity, whether or not the Insured is liable for such loss or damage as is covered hereby.

3. **Changes:**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

4. **Assignment:**

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured.

5. **Inspection:**

The Insurer shall be permitted to inspect the premises at any reasonable time.

6. **Payments and Replacements:**

The Insurer shall replace, without necessary delay, any broken glass and any lettering or ornamentation, tape or foil thereon insured hereunder, or pay for the same in money within the limits provided herein, as the Insurer may elect. In either case the broken glass shall be the property of the Insurer. Whenever necessary, the Insured, at this own expense, shall remove and replace any fixtures or other obstructions to the replacement of the glass.

7. **Notice of Breakage:**

Written notice of any damage covered hereby, with full particulars so far as can be determined, shall be given to the Insurer as soon as practicable, and the Insured shall make all reasonable efforts to preserve the glass and to prevent further damage. The Insurer may require the Insured to file affirmative proof of damage under oath on forms provided by the Insurer, together with full particulars of such damage.

8. **Other Insurance:**

Where there is any other valid insurance providing indemnity for loss for which this policy provides indemnity, the Insurer shall be liable only for its rateable proportion of such loss.

9. **Subrogation:**

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

10. **Reinstatement:**

Upon replacement of any glass, lettering, ornamentation, tape or foil insured hereunder or payment therefore by the Insurer, the insurance hereunder shall continue automatically as respects the new glass, lettering, ornamentation, tape or foil to the end of the Policy Period, without additional premium.

11. **Cancellation – Termination:**

- (a) This policy may be terminated
 - (i) by the Insurer giving to the Named Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered;
 - (ii) by the Named Insured at any time on request.
- (b) Where the policy is terminated by the Insurer, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata.
- (c) Where the policy is terminated by the Named Insured, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of the minimum premium, if any, provided by the policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) The fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.