

GLASS POLICY

GENERAL PROVISIONS

This Policy is evidence of the contract between the Insured and the Insurers.

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 Bahamas First General Insurance Company Limited (hereinafter called the Insurers) for this insurance and has paid or agreed to pay the premium as consideration for the first period of insurance and for any subsequent period which may be agreed.

The Insurers will indemnify the Insured in accordance with the terms set out in this policy in respect of occurrences during the Period of Insurance.

This Policy the Schedule and any Memoranda and Endorsements thereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning wherever it may appear.

**Signed for and on behalf of the Insurers
Bahamas First General Insurance Company Limited**

Date

INSURANCE COVER

If during the Period of Insurance there shall be a breakage (which for the propose of this policy shall not include damage by scratches) of any of the Glass in the Premises and specified in the Schedule the Insurers will pay or make good to the Insured the intrinsic value of the Glass together with the cost of any necessary boarding up pending replacement subject to the sum insured stated on the Schedule.

Provided that the Insurers' liability shall not exceed in the aggregate in any one period of insurance the Total sum Insured stated on the Schedule of this Policy.

EXCEPTIONS

The Insurers shall not be liable for

1. breakage of the Glass occasioned by or happening through fire explosion typhoon flood hurricane volcanic eruption earthquake or other convulsion of nature
2. 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
3. breakage of the Glass whilst not fixed
4. breakage of any lettering specified in the Schedule unless such breakage be caused by or consequent upon the breakage of the Glass to which it is affixed
5. damage to frames or framework of any description
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) ionizing 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
 - (c) 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 exception 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

organization(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 exception also excludes 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 exception, 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 exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- (d) any consequence 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

GENERAL CONDITIONS

1. OBSERVANCE

The due observance and fulfilment of the terms provisions conditions and endorsements of this policy insofar 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 conditions precedent to any liability of the Insurers to make any payment under this Policy

2. NOTICE

Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Insurers

3. ALTERATION

If there be any alteration of the Premises or in the tenancy sub-tenancy occupancy of or business carried on in the Premises or if the Premises should become void or disused then and in every such case the particulars must be immediately notified to the Insurers and if the risk is increased the Insurers shall have the option of charging a suitable extra premium or of refusing to continue the insurance

4. DUTY OF CARE

The Insured shall take all reasonable precautions to prevent breakage loss or damage.

5. CANCELLATION

This Policy may be cancelled

- (a) At any time at the request of the Insured and the Insurers shall upon the surrender of the Policy refund to the Insured the excess of paid premium over and above the customary short rate premium for the time the Policy has been in force.
- (b) By the Insurers giving to the Insured at least 30 days' notice in writing by personal service or by registered post which notice shall be accompanied by a refund to the Insured of the excess of paid premium over and above the pro rata premium for the time the Policy has been in force.

6. 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 Arbitrators 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 an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award

shall be a condition precedent to any right of action against the Insurers. If the Insurers shall disclaim liability 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 then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable under this Policy.

CLAIMS CONDITIONS

1. REPORTING OF ANY INCIDENT

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 Insurers and shall furnish full particulars of such event and such claim and shall produce such evidence as the Insurers may reasonably require. If no claim shall be made within fifteen days from the happening of such event the Insured shall be excluded from all right to recover under this Policy

2. INSURER (S) OPTION

All salvage shall be the property of the Insurers and must be carefully preserved and it shall be at the option of the Insurers 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 Insurers and their Agents shall be entitled to enter the premises for all reasonable purposes relating to or in connection with the insurance hereby effected

3. CONDUCT OF CLAIM

The Insurers 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 Insurers

4. CONTRIBUTION

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 Insurers shall not be liable to contribute more than their rateable proportion of any payment in respect of such event