

# GLASS SECTION

## DEFINED EVENTS

Loss of or damage to internal and external glass (including mirrors), signwriting and treatment thereon of those buildings at the insured premises as stated in the schedule, the property of the Insured or for which they are responsible provided that the liability of the Company shall not exceed the insured amount as stated in the schedule against "Accidental damage to glass".

## DEFINITION

**Glass:** Unless specifically agreed and stated in the schedule to the contrary, all glass (other than mirrors) insured by this section shall be plain plate/ float glass whether coated with a film or not or laminated safety glass.

## ADDITIONAL COVER

**Express delivery and other charges** (if stated as included in the schedule)

Following loss of or damage to glass as set out in the defined events, the Company will also indemnify the Insured for additional costs incurred for the express delivery of replacement glass by road/rail or airfreight and overtime charges incurred for its fitting up to the insured amount stated in the schedule.

**Other costs and expenses** (if stated as included in the schedule)

Following loss of or damage to glass as set out in the defined events, the Company will also indemnify the Insured for:

1. the cost of such boarding up or other temporary repairs as may be reasonably necessary;
2. damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage;
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass;
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured;

provided that the liability of the Company shall not exceed in the aggregate for all other costs and expenses as set out in 1, 2, 3 and 4 above, the amount stated in the schedule for any one occurrence or series of occurrences attributable to one source or original cause.

## SPECIFIC CONDITIONS

1. The maximum amount payable by the Company is limited to the insured amount stated in the schedule and if in the schedule against "Basis" it states "All buildings on the premises", it shall mean that the insured amount shall be the maximum amount payable by the Company for any one event for all buildings on the premises combined and not to each building individually.

## SPECIFIC EXCLUSIONS

The Company shall not be liable for:

1. loss or damage which is insured by, or would, but for the existence of this section, be insured by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been effected, but this specific exclusion shall not apply to loss or damage for which the Insured is responsible as tenant and not as owner;

2. glass forming part of stock in trade;
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the Company;
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

### **Advertising signs, blinds and canopies** (if stated as included in the schedule)

This section is extended to include cover for loss or damage to external advertising signs, blinds and canopies including signwriting and treatment thereon manufactured of glass, plastic, perspex or similar brittle material at the insured premises as stated in the schedule, the property of the Insured or for which they are responsible provided that the liability of the Company for this additional property shall not exceed the insured amount stated in the schedule against this extension.

### **Riot and strike (other than RSA and Namibia)** (if stated as included in the schedule)

This section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above;

provided that this extension does not cover:

1. loss or damage occurring in the Republic of South Africa or Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisos 1, 2, 3, 4 or 5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

This extension shall only apply to loss or damage for which the Insured is responsible as tenant and not as owner.

### **Sanitary ware** (if stated as included in the schedule)

This section is extended to include cover for loss or damage to sanitary ware being fixtures or fittings of the insured building(s) at the premises stated in the schedule provided that the liability of the Company for this additional property shall not exceed the insured amount stated in the schedule against this extension.

### **Special replacement** (if stated as included in the schedule)

If, following loss or damage insured by this section, the Insured is obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, then:

1. such increased glass replacement costs shall be covered by this section provided that the total liability of the Company shall not be increased beyond the insured amount stated in the schedule against "Accidental damage to glass";
2. any increased or additional costs for frames or other items as insured under "Other costs and expenses"

following the replacement of glass by superior glass shall be covered provided "Other costs and expenses" is reflected as "included" in the schedule and provided further that the total liability of the Company for these additional costs shall not be increased beyond the insured amount stated in the schedule against this cover.

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