



NATIONAL INSURANCE CO. LTD.

PLATE GLASS POLICY

NO. PG/

WHEREAS the Insured specified in the schedule hereto by the Proposal (where applicable) and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to The National Insurance Company Ltd. (Hereinafter called "The Company") for the Insurance hereinafter contained and has paid or agreed to pay the Premium mentioned in the Schedule as consideration for such Insurance.

NOW THIS POLICY WITNESSES that subject to the terms, exception and conditions herein or endorsed or otherwise expressed hereon, if at any time during the period of Insurance stated in the Schedule or during any period for which the Company may accept payment for the renewal of this policy there shall happen any breakage of any of the glass described in the Schedule (including any writing or ornamentation thereon if such is specifically included in the schedule) the Company will indemnify the Insured to the extent of the market value of the glass broken to an amount not exceeding in respect of each item the sum expressed in the schedule to be insured thereon nor in the whole in any one period of Insurance the Total Sum Insured hereby or such sum or Sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company .

GENERAL EXCLUSIONS

The Company shall not be liable in respect of:

- 1. Breakage occasioned by or traceable to:**
 - a. Redecoration repair or construction of or structural to the Premises.
 - b. Alterations to or removal of any of the Glass whereby the risk of breakage is increased.
- 2. Claims in respect of:**
 - a. Damage to window frames or other fittings
 - b. Damage or injury consequent on the breakage of glass.
 - c. loss due to the interruption of business or alleged to be due to delay in replacement
 - d. The cost of removal and reinstatement of window fittings and other obstructions to replacement.
- 3. Loss or destruction of or damage to property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.**
- 4. Any consequence of fire explosion earthquake, war, invasion of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power, riot or civil commotion.**



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GENERAL CONDITIONS

1. This Insurance shall not commence until the premium has been actually paid to and accepted by the company and the Company's official acceptance letter or policy has been issued and no payment in respect of any premium shall be deemed to be the payment to the Company unless a printed form of receipt signed by an official or duly authorized representative of the Company shall have been issued therefore.
2. All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this policy was issued, and notice or knowledge of anything relating to this policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alternation in the terms of this policy, nor any endorsement thereon will be held valid unless the same is signed or initialed by any authorized representative of the Company
3. Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall within seven days thereafter (or within such further time as the Company may in writing allow in that behalf) give notice to the Company and shall whenever required furnish full particulars of such breakage and the circumstances under which it occurred, and the Insured shall not cause or permit the removal of the broken glass from its position without the written consent of the company . The Company may reinstate, repair or replace the damaged property as the case may be, instead of paying the amount of the damage, and the policy shall not cover any glass substituted for such broken glass unless such additional premium is paid in respect thereof as the Company may require.
4. The Company shall in respect of any risk insured under the policy be entitled to use the name of the Insured in such manner as it may think fit in bringing proceedings against any person to recover compensation for the loss sustained by such breakage. The Company shall be entitled to all rights of subrogation whether by way of indemnity or otherwise and the Insured shall give all information and render all assistance in the Insured's power in connection therewith free of any expense to the Company and execute assignments thereof as the Company may reasonably require.
5. In the event of breakage for which the Company is liable, the broken glass shall become the absolute property of the Company as salvage and the Insured shall use every endeavor to prevent any further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove same or do such other things as may be necessary for the preservation thereof.
6. The Insured shall give the Company immediate notice of all or any circumstances which materially affect the risk covered by this Policy and in particular if any alterations be made to any of the glass mentioned in the Schedule hereto or if any repairs or alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on therein or if the premises shall become unoccupied.



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7. The Company shall neither be bound to send any notice of a Renewal Premium becoming due, nor to renew this policy. The Company shall at any time, by giving 7 days notice to the Insured by Registered letter at the Insured's address as last known to the Company, be at liberty to determine and cancel this policy provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the un expired Period of Insurance.
8. The Insured shall take all due and proper precautions for the safety of the property Insured.
9. If at the time of any event giving rise to a claim under this Policy there be any other Insurance effected by or on behalf of the Insured covering any of the property hereby Insured the Company shall not be liable to pay more than its ratable proportion of any sums payable in respect of such damages.
10. All differences arising out of this policy shall be referred to the arbitration of some persons 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.
11. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within six calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
12. The policy shall be governed by the laws of the territory in which it was issued and the Palestinian courts alone shall have jurisdiction over any dispute arising hereunder.

HOW KNOW YE that The **National Insurance Company Ltd.** does hereby bind itself to pay or make good to the Insured or to the Insured's Executors and Administrators, all such Loss or Damage as aforesaid as may happen to the subject matter of this Insurance, or any part thereof, during the continuance of this Policy, not exceeding the sum specified in the schedule.