

Regulations under the Government Accident Insurance Act, 1908.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 14th day of April, 1925.

Present:

THE HONOURABLE SIR FRANCIS BELL PRESIDING IN COUNCIL.

IN pursuance and exercise of the power and authority conferred upon him by section thirty of the Government Accident Insurance Act, 1908, and of all other powers and authorities in that behalf vested in him, His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the regulations set forth hereunder.

REGULATIONS.

Form of plate-glass policy. 1. A plate-glass policy issued under the authority of the provisions of section four of the Government Accident Insurance Amendment Act, 1924, shall be in the form set forth in the Schedule hereto, provided, however, that such form may be altered by the General Manager in order to meet the requirements of any particular contract.

Conditions to be endorsed on plate-glass policy. 2. Any such plate-glass policy shall be subject to the following conditions, which shall, so far as they are applicable to the particular contract, be endorsed on all such policies issued by the General Manager.

CONDITIONS.

Commencement of risk and payment of premiums. 1. This assurance shall not commence until the premium has been actually paid to and accepted by the General Manager and his official acceptance letter or policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the General Manager unless a printed form of receipt or policy signed by an Agent or officer of the General Manager shall have been issued therefor.

Notices to General Manager. 2. Every notice or communication to the General Manager shall be in writing and sent to the office at which this policy is issued, and notice or knowledge of anything relating to this policy, or any claim hereunder or with reference to any of the property assured hereunder shall not be deemed to be notice to or within the knowledge of the General Manager unless so given. Any agent or officer of the General Manager who may on behalf of the Assured write any statement which the Assured signs or authorizes to be signed shall for the purpose thereof be deemed to be the agent of the Assured and not of the General Manager.

Risks not covered. 3. This policy does not cover—
(a.) Breakage caused by the wilful act or with the connivance of the Assured;
(b.) Frames or framework of any description;
(c.) The cost of removal or replacement of any fittings, fixtures, or other obstructions;
(d.) Cracked or imperfect glass unless specially declared as such and specifically included in the schedule hereto.

Risks not covered except under certain conditions. 4. Unless the written consent of the General Manager shall have been previously obtained, this policy *ipso facto* ceases to be in force—
(a.) If the trade or manufacture carried on be altered, or if the nature of the occupation, or other circumstances affecting the building containing the assured property be changed;
(b.) If the building containing the assured property become unoccupied and so remain for a period of more than thirty consecutive days;
(c.) If the Assured shall cause or suffer any change or alteration on the premises or the property assured hereunder so that the particulars and information set forth in the within-mentioned proposal are no longer correct statements of the facts;
(d.) As to any part of the property hereby assured upon the interest of the Assured therein passing from him or upon the charging thereof by a bill of sale or other security.

Precautions to be taken by the assured. 5. The assured shall take all due precautions for the safety of the property assured as if the same were not assured.

Misstatements, suppressions, &c. 6. If the proposal or declaration of the Assured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this assurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation, or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, or if upon any breakage happening in respect of which a claim is or may be made under this policy, the Assured shall cause or suffer the General Manager or any of the General Manager's representatives to be hindered or obstructed in entering the premises where the same has occurred or examining any books, vouchers, correspondence, or other documents relating or that might relate to the subject of the claim, then, and in any of these cases, this policy shall be void.

Notice and proof of claim. 7. Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Assured shall—

(a.) Forthwith give notice thereof to the General Manager explaining the circumstances of the case, and unless such notice be received by the General Manager within seven days no compensation shall be payable under this policy; and the Assured shall not cause or permit the removal of the broken glass from its position without the consent of the General Manager;

(b.) At all times furnish to the General Manager all such particulars and evidence, documentary and otherwise, and execute and do all such assurances and things, make such declarations, and give all such access as the General Manager may reasonably require to substantiate the claim, to discover and punish any guilty person or persons, and to recoup the General Manager so far as may be, in respect of the amount he shall pay, or be liable to pay under this policy; and if any person other than the Assured's own servant is responsible for the breakage, shall empower the General Manager to sue in the Assured's name, but at the cost of the General Manager, and shall otherwise assist the General Manager to recover compensation. The General Manager shall bear the expense of all such particulars, evidence, assurances, declarations, and things, as he may require with the above objects or any of them other than those required to substantiate the claim.

Reinstatement. 8. It shall be at the option of the General Manager either to pay the Assured the amount of the loss in money, or to make replacement with glass of a similar manufacture and quality. In no case shall compensation be payable by the General Manager for interruption or delay of business, or damage of any kind during the time intervening between the occurrence of a breakage and the replacement thereof. All salvage glass is the property of the General Manager, and must be carefully preserved.

Additional premium for replaced glass. 9. In the event of all or any portion of the glass assured by this policy being broken, this policy shall not cover any glass substituted for such broken glass, unless such additional premium is paid in respect thereof as the General Manager may require.

Other assurances. 10. If at the time of the breakage there be any other assurance effected by or on behalf of the Assured covering any of the property hereby assured, the General Manager shall not be liable to pay more than his rateable proportion of any sums payable in respect of such breakage.