

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi

Salai (OMR),Karapakkam, Chennai – 600 097

Call: 1860 425 0000. Email - <u>customer.services@royalsundaram.in</u>

Website: www.royalsundaram.in

IRDA Registration No. 102 | CIN - U67200TN2000PLC045611

# NEON SIGN INSURANCE POLICY

### **OPERATIVE CLAUSE**

This Neon Sign Insurance Policy is a legal contract between you the person or your company named in the Schedule and us the **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** (formerly known as Royal Sundaram Alliance Insurance Company Limited) (referred to as the COMPANY).

This policy has been prepared in accordance with the answers that you gave and the declaration that you signed on the proposal form and any other information that you have supplied to us.

The Policy, the Schedule, the Exceptions, the Conditions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the COMPANY agree

- 1. The Proposal shall be incorporated in and be the basis of the contract.
- 2. The Insured will pay the Premium in advance.
- 3. The Company will provide the Insurance subject to the terms of this Policy

### **INSURANCE**

The Company agrees that if at any time during the Period of Insurance, there shall be a loss or damage to the Installation or any part by accidental external means, fire, lightning, external explosion or theft of the whole sign as specified in the Schedule, the Company will pay up to the total value specified in the Schedule against each item respectively.

## **GENERAL EXCEPTIONS**

The company shall not be liable for

- 1. The fusing, burning out of any Bulbs and/ or Tubes arising from short circuiting or arcing or any other mechanical or electrical defect or breakdown.
- 2. Repair, Cleaning, Removal or Erection, wear and tear, depreciation or deterioration
- 3. Damage to tubes unless the tube glass is fractured.
- 4. Over running, over heating or strain
- 5. Atmospheric Condition
- 6. Consequential loss however caused
- 7. War Invasion act of Foreign Enemy, Hostilities (whether war be declared or not). Civil War Mutiny Rebellion, Revolution, Insurrection Military of Usurped Power, Strike Riot or Civil Commotion.
- 8. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### CONDITIONS

- 1. The policy shall be void.
  - a) If there be any mis-statement in or if a material fact be omitted from the proposal.

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- b) If after the Insurance has been effected the risk be altered in any way whatsoever unless the Company has signified its assent in writing.
- 2. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss, damage likely to give rise to any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice the Police and co-operative with the Company in securing the conviction of the offender.
- 3. The Company may at its own option repair reinstate or replace the Neon Sign or part or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable costs of fitting and shall in no case exceed the limit of liability specified in the Schedule or the value of Neon Sign as the time of the loss or damage which ever is the less.
- 4. The insured shall take all reasonable steps to safeguard the Neon Sign from loss or damage and to maintain them in efficient condition and the Company shall have at all times free and full access to examine the Neon Sign or any part thereof. In the event of any accident proper precautions should be taken to prevent further damage or loss.
- 5. The Neon Sign described in the Schedule hereto must be examined and inspected at regular intervals of not longer than six month by a qualified electrician and engineer and his report certifying that the said Neon Sign is in sound running order and is properly and adequately fastened and attached to its frame work and that the foundation of the entire structure is also of adequate strength and properly attached to and fixed to the ground or floor as the case may be, must be submitted to the Company forthwith.
- 6. If the property hereby insured shall at the time of happening of any loss destruction or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer or the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this condition.
- 7. If at the time of the occurrence of any accident to which this Policy applies there shall be any other indemnity or indemnities in respect of it in force whether effected by the Insured or by any other person or persons the Company shall not be liable to pay or contribute more than a ratable proportion of any sum payable in respect of such accident.
- 8. In any difference arises as to the amount and loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the order party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the different shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or power, of arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed instead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was



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appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator , arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage ---disputed shall be first obtained.

- 9. The due observance and fulfillment of the terms and conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by Insured and the truth of the statement and answers in the said proposal shall be condition precedent to any liability of the Insurers to make any payment under this Policy.
- 10. **Cancellation**: The Company may at any time cancel this Policy on the grounds of misrepresentation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of misrepresentation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

Policy Period Required	% of Annual Premium
Not exceeding 1 month	20% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium

#### 11. Renewal notice:

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.



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## 12. Grievance Redressal Procedure:

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website <a href="https://www.royalsundaram.in">www.royalsundaram.in</a>