



general insurance

**BHARTI AXA GENERAL INSURANCE COMPANY LIMITED**

RMZ Infinity, B - Tower, 2nd Floor, No. 3, Old Madras Road, Bangalore - 560016. Tel: 080-40260100.

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**POLICY WORDINGS**

**NEON SIGN AND/OR GLOW SIGN AND/OR HOARDING POLICY**

**PREAMBLE**

WHEREAS the Insured designated in the Schedule to this Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

**OPERATIVE CLAUSE**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed thereon that if the property described in the Schedule or any part thereof be destroyed or damaged by an insured peril, the Company will pay to the Insured the value of the destroyed or damaged property, at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the Schedule the sum respectively stated opposite thereto.

**SCOPE OF COVER**

Neon sign and/or Glow sign and/or Hoarding belonging to the Insured and fixed at the Insured's business premises against loss or damage due to

- a) accidental external means
- b) fire, lightning, external explosion
- c) theft of whole sign/ hoarding
- d) riot, strike, malicious damage
- e) earthquake (fire and/or shock), subsidence and landslide (including rockslide) damage, flood, inundation, storm, tempest, typhoon, hurricane, tornado and cyclone.

**Sum Insured:**

Sum Insured shall be on reinstatement value for Neon sign and Glow sign and market value in respect of Hoarding.

**Basis of indemnity:**

Basis of indemnity shall be on reinstatement value in respect of Neon sign/Glow sign and market value for Hoarding. If the Sum Insured is less than the reinstatement value / market value of the property at the time of loss, then the Insured shall be

considered his own insurer for the difference between Sum Insured and the reinstatement value/market value and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

## EXCEPTIONS

The Company shall not be liable in respect of -

1. confiscation or detention by the order of any Government or Public Authority;
2. damage or breakage during removal, alterations and/or repairs in or on or about the premises described in the Schedule;
3. fusing or burning out of any bulb and/or tubes arising from short circuiting or arcing or any other mechanical or electrical breakdown or faults;
4. breakage of lettering unaccompanied by breakage or damage of glass;
5. damage or breakage to frame or framework of any description, unless specifically insured;
6. disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass;
7. embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than plain and of ordinary glazing quality unless specifically insured;
8. breakage of glass not completely and securely fixed;
9. loss, or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breaking of glass during replacement thereof;
10. a) loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;  
b) any legal liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material.
11. The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -
  - a) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction.
  - b) Nuclear reaction, nuclear radiation or radioactive contamination.
  - c) Wilful act or wilful negligence of the Insured or his representative.
12. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
13. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
14. **Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with 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 endorsement an act of terrorism means an act, including but not limited to the use of force of 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 organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## CONDITIONS

**Reinstatement of Sum Insured:** Immediately upon the happening of any loss or damage, the total Sum Insured and the sum insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of the Company's liability in respect of any further loss or damage occurring during the current period of insurance, unless the Company consents, upon payment of additional premium to reinstate the full Sum Insured.

## GENERAL CONDITIONS

1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the office of the Company through which this insurance is effected.
2. The Schedule shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule, shall bear such meaning wherever it may appear.
3. **DUTY OF DISCLOSURE:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
4. **REASONABLE CARE:** The Insured shall take all reasonable care to safeguard the property insured against accident, loss or damage. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
5.
  - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
  - b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions, to be taken as circumstances may require to ensure safe operation of the insured properties and the scope of cover and / or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance be confirmed in writing by the Company.
6. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall –
  - a) give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company;
  - b) lodge complaint with the Police for offence(s) against property insured, if any, committed;
  - c) take all steps within his power to minimise the extent of loss or damage;

- d) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
- e) deliver to the Company a detailed statement in writing regarding the loss or damage with an estimate of the intrinsic value of the property lost or the amount of damage caused to the property, as the case may be, within 14 days from the date of discovery of an event causing loss or damage to the property insured;
- f) tender to the Company all reasonable information, assistance and proof in connection with any claim.

7. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and, in no case, shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the sum insured thereon.
8. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there be any other insurance of any nature whatsoever covering the same loss, damage or liability, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
9. **AVERAGE:** If the property insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
10. **SUBROGATION:** The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts, deeds and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts, deeds and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
11. **FRAUD:** If any claim under this Policy is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
12. **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered A/D. to the Insured at his last known address, in which case, the Company shall, on demand, return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance, from the date of cancellation.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of the Policy, in which case Company shall retain premium for the period this Policy has been in force at the Company's short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this Policy.

Period on risk	Rate of premium to be charged
Up to 1 month	25 % of annual rate
Up to 3 months	50 % of annual rate
Up to 6 months	75 % of annual rate
Up to 9 months	85 % of annual rate
Beyond 9 months	Full annual rate

13. **ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. 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 of the amount of the loss or damage shall be first obtained.

12. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the Sum Insured stated against each property or total sum insured stated in the Schedule, as the case may be, under this Policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this Policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.
13. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far 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 a condition precedent to any liability of the Company.

Insurance is the subject matter of the solicitation.



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