

### NEON SIGN POLICY

WHEREAS the insured designated in the Schedule hereto has applied to HDFC ERGO General Insurance Company (hereinafter called the 'COMPANY') for the insurance hereinafter contained and has paid the premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH that the Company, in consideration of the Insured named in the Schedule hereto having paid to the Company the premium stated in the Schedule and subject to the terms, provisions, exceptions and conditions contained herein or endorsed or otherwise expressed hereon, which conditions will be deemed to be the conditions precedent to the right of the Insured to recover hereunder, agrees to indemnify the Insured up to the limits stated in the Schedule against loss or damage and /or liability as hereunder mentioned actually suffered, occurring or arising, but not exceeding the Sum Insured, during the period stated in the Schedule or during any further period for which the Company may accept payment for renewal of the Policy, subject to submission of proof of such loss or damage and /or liability to the satisfaction of the Company.

#### SECTION I – LOSS OR DAMAGE

Any loss or damage to Neon Sign/Glow Sign/ Hoarding more specifically described in the Schedule hereto except as hereinafter provided

The Company shall not be liable to make any payment under this Section in respect of:

1. The fusing or burning out of any Bulbs and/ or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
2. Depreciation and/ or wear and tear due to any cause whatsoever.
3. Mechanical or electrical breakdown failures or breakages and / or over-running and/ or over-heating and/ or overloading or strains.
4. The excess/ deductible as mentioned in the schedule of the policy.

#### SECTION II - LIABILITY TO THIRD PARTIES

Legal civil liability (including claimant's actual defense costs for death of or bodily injury to any person or damage to property caused by the loss and or damage to the neon sign/ Glow Sign/ Hoarding insured under Section I).

PROVIDED that the Company shall not be liable under this Section in respect of:

- a. Death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
- b. Damage to property (other than the insured property) belonging to or held in trust by or in the custody or control of the insured.

#### GENERAL EXCEPTION APPLICABLE TO BOTH THE SECTION I & II

PROVIDED ALWAYS that the company shall not be liable under this Policy in respect of:-

1. Any claim arising out of any contractual liability.
2. This Policy does not cover loss or damage or contingency attributable directly or indirectly to:
  - a. Acts of Terrorism. Loss or damage, cost or expenses 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 such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or 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.

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

- b. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any

governments or any other authority or any consequences thereof or attempt thereat, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

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

- c. Ionising, radiation or contamination by radioactivity from any source whatsoever.
  - d. Any accident, loss, destruction, damage or legal liability caused by or contributed in by or arising from nuclear weapons material.  
In any action, suit or other proceeding where the Company alleges that by reason of any of the above Exclusions, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.
3. Consequential or indirect loss or damage, which is not the direct result of, Insured perils, nor does the policy cover apprehended loss or damage.
  4. The Company reserves the right to inspect the property described in the Schedule hereto to ensure that structure is of adequate strength and foundation is fixed to the ground of the floor as the case may be and no alterations or modifications have been made after commencement of the insurance. Benefits under the policy will be forfeited if alterations or modifications are not informed to the company and agreed to in writing.
  5. NOTICE: Every notice and communication to the Company required by this policy shall be in writing and be addressed to the Policy issuing office mentioned in the schedule.
  6. DUTY OF DISCLOSURE / MISREPRESENTATION: The Insured shall take due care to describe the insured property. This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, fraud, misdescription, non-cooperation by the Insured, nondisclosure of any material fact or adoption of fraudulent means to obtain any benefit under this policy, at the sole discretion of the Company.
  7. REASONABLE CARE: The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage and minimise any claim arising out of an insured peril. The Insured shall also take all steps within their control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to protect the property insured from further damage or loss. If the Insured or any person on his behalf does not comply with the requirements of the Company for the purposes as stipulated herein or hinders or obstructs the Company in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of the Company.
  8. 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 office of the Company which has issued the Policy or the nearest office with a copy to the corporate office of the Company as mentioned in the schedule and immediately lodge a complaint with the Police.
    - b. Deliver to the Company in the prescribed claim form, within 14 days, unless the Company extends this period at its sole discretion by not more than 12 months, from the date on which the event shall have come to his knowledge, a detailed statement in writing containing full particulars of the policy, the Insured and details of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained; and
    - c. Submit all reasonable information, assistance and proof in connection with any claim to schedule; the Company and permit the Company's representatives, upon prior appointment and during reasonable times, to enter and inspect the Insured's premises at which the loss or damage to the property has occurred for the purpose of investigating the claim. If required by the Company, the Insured will also make a declaration on oath in the legal form desired by the Company affirming the truth of the claim and of any matters connected therewith.

### NEON SIGN POLICY

9. **INDEMNITY:** The Company may at its option reinstate, replace or repair the insured property or premises 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 or more than the Sum Insured thereon.
10. **AVERAGE:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then 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.
11. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same risk as is covered under this policy, 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.
12. **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 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 and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
13. **FRAUD:** If any claim under this policy shall be in any respect fraudulent 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, this Policy shall be void and all benefits and rights under the policy shall be forfeited and the Insured shall not be entitled to any rights to recover under this Policy in respect of any or all claims, past, present or future and all premium paid hereon shall be forfeited to the Company.
14. **BURDEN OF PROOF:** In any action, suit or other proceedings where the Company alleges that by reason of the provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
15. **CANCELLATION:** The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post Acknowledgment Due to the Insuree at his last known address in which case the Company shall return to the Insuree a proportion of the last premium paid by the Insured corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain premium for the period that 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.

| Table of Short Period Scales   |   |
|--------------------------------|---|
| Period of Risk (Not exceeding) | Premium to be retained (% of the Annual Rate) |
| 1 Week                         | 10%   |
| 1 Month                        | 25%   |
| 2 Months                       | 35%   |
| 3 Months                       | 50%   |
| 4 Months                       | 60%   |
| 6 Months                       | 75%   |
| 8 Months                       | 85%   |
| Exceeding 8 months             | Full Annual Premium                           |

16. **ARBITRATION:** If any 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and the Insured within 30 days after having been required so to do in

writing by the other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

In case either the Company or the Insured refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator.

It is 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 shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company as mentioned in the schedule.

17. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment 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 to make any payment under this policy.
18. The Company shall not be bound to accept renewal of this policy or give notice that such is due.
19. The Insured agrees not to transfer his interest in this policy unless the Company consents to the transfer in writing.
20. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months of the happening of loss or damage unless the claim is the subject matter of pending legal action or arbitration. It is hereby expressly agreed and declared that if the Company disclaims liability to the Insured for any claim hereunder mentioned, and such claim is not, within 12 calendar months from the date of such disclaimer, made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.
21. No sum payable under this Policy shall carry any interest or penalty.
22. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.
23. **GOVERNING LAW & JURISDICTION:** This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.
24. Any person who has a grievance against the Company may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs.20 lakhs (Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

### GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre (Toll free helpline)
  - 1800 2 700 700 (accessible from any Mobile and Landline within India)
  - 1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails: grievance@hdfcergo.com
- Designated Grievance Officer in each branch
- Company Website: www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

# HDFC ERGO General Insurance Company Limited

## Policy Wording

### NEON SIGN POLICY



You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell ,  
HDFC ERGO General Insurance Company Ltd.  
6th Floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri, Mumbai – 400059

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

To the Principal Grievance Officer  
HDFC ERGO General Insurance Company Limited  
6<sup>th</sup> Floor, Leela Business Park.  
Andheri Kurla Road,  
Andheri (E), Mumbai – 400059  
e-mail: principalgrievanceofficer@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

| Ombudsman Offices  |   |
|--|---|
| Jurisdiction   | Office Address  |
| Delhi, Rajasthan   | 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002                                   |
| West Bengal, Bihar   | 29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001.  |
| Maharashtra  | 3rd Flr., Jeevan Seva Annexe, S. V. Road, Santa Cruz (W), MUMBAI - 400 054  |
| Tamil Nadu, Pondicherry  | Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018                             |
| Andhra Pradesh   | 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi- ka-pool, HYDERABAD - 500 004 |
| Gujarat  | 2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014                 |
| Kerala, Karnataka  | 2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM – 682 015                     |
| North-Eastern States   | Aquarius, Bhaskar Nagar, R. G. Baruah Rd. GUWAHATI - 781 021  |
| Uttar Pradesh  | Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001                               |
| Madhya Pradesh   | 1st Floor, 117, Zone-II, (Above D. M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011                   |
| Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh | S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017                            |
| Orissa   | 62, Forest Park, BHUBANESWAR - 751 009  |

**STATUTORY NOTICE:** INSURANCE IS THE SUBJECT MATTER OF SOLICITATION.