

Neon Sign

UIN: IRDAN123CP0065V01201819

In WHEREAS the Insured described in the Schedule hereto (hereinafter called the (Insured) by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Company Limited (herein after called the "Company") for the Insurance hereinafter contained and has paid the premium as consideration for such insurance during the period stated in the said schedule.

The Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured described in the Schedule hereto up to the limits stated in the Schedule against loss of or damage to property or any part thereof whilst contained in the premises and/or liability as hereunder mentioned actually occurring or arising during the period stated in the Schedule.

Section I – Loss or Damage

Loss or Damage to Neon Sign described in the Schedule hereto

- (a) By accidental external means.
- (b) By fire, lightning, external explosion, theft
- (c) By malicious act.

PROVIDED THAT 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, failure or breakage, over-running, over-heating, overloading or strain.
- 4. The actions of sun, rain, hail, flood, bad weather or other atmospheric conditions.

Section II – Liability to Third Parties

Liability at law (including claimant's law costs) arising out of the death of/bodily injury to any person or any damage to property caused by the said perils 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 belonging to or held in trust by or in the custody or control of the Insured.

Exclusions

PROVIDED ALWAYS that the Company shall not be liable under this Policy in respect of any claim arising out of:

- 1. Contractual liability of any kind.
- 2. Any consequential loss sustained by the Insured
- 3. Any accident, loss, damage and/or liability directly or indirectly, proximately or remotely occasioned by/ contributed to by or traceable to or arising out of or in connection with flood, typhoon, hurricane, tornado, volcanic eruption, earthquake or other convulsions of nature, war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war,) civil war, strike, riot, civil commotion, mutiny, rebellion, military or usurped power, or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accident loss, damage and/or liability arose independently of and was in no way connected with or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- 4. a) Any accident loss or destruction of or damage to any property or any loss or expense whatsoever or any consequential loss or
b) Legal liability of whatsoever nature or
c) Payment of compensation in respect of death, injury, disablement directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio activity from any source whatsoever.
- 5. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Conditions

- 1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ, summons and/or process shall be forwarded to the Company as soon as the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy, The Insured shall give immediate notice to the Policy issuing office and co-operate with the Company in securing the conviction of the offender.
- 2. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding or in settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 3. At any time after the happening of any event giving rise to a claim under Section II of this Policy, the Company may pay to the Insured the full amount of the Company's liability under that Section and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct, nor shall the Company be liable for any cost or expenses whatsoever incurred by the claimant or other persons after the Company shall have relinquished such conduct.
- 4. The Company may at its own option repair; reinstate or replace the property mentioned in the Schedule or part thereof or pay in cash the amount of the loss or damage. The liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the limit of liability specified in the Schedule or the value of the said property at the time of the loss or damage whichever is less.
- 5. The Insured shall take all reasonable steps to safeguard the property mentioned in the Schedule 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 said property or any part thereof. In the event of any accident, proper precautions should be taken to prevent further damage or loss.
- 6. The property described in the Schedule hereto must be examined and inspected at regular intervals of not longer than three months by a qualified electrician and engineer and his report certifying that the said property 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 and fixed to the ground or floor as the case may be, must be submitted to the Company forthwith.

Neon Sign - POLICY WORDING

7. The Company may cancel this policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice (provided no claim has arisen during the then current period of Insurance) and the Insured shall be entitled to a refund of premium at the Company's Short Period rates for the period the Policy has been in force.
8. If the property hereby shall at the time of the happening of any loss or on destruction 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 accordingly. Every item, if more than one of the policy shall be separately subject to this Condition.
9. If at the time a claim arises under this Policy, there is any subsisting insurance covering the same loss, damage, compensation costs or expenses.
10. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996
11. In the event of the insured being aggrieved by
 - (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium.
 He/she may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
12. The due observance and fulfilment of the terms, conditions and endorsements 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 said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. OUR GRIEVANCE REDRESSAL OFFICER

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com
 Toll free : 1800 208 9100
 E-Mail : customercare@cholams.murugappa.com
 Fax : 044 -4044 5550
 Courier : Cholamandalam MS General Insurance Company Limited,
 Customer services, Head
 Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited
 HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.
 Toll Free : 1800 208 9100
 SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)
 Email –customercare@cholams.murugappa.com
 Web site: www.cholainsurance.com