

Neon Sign

UIN: IRDAN123RP0072V01200203

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. **Documents required for Claim processing:**
 - (a) Claim form,
 - (b) FIR/FR,
 - (c) Proof in support of Cause of Loss/Operation of Insured peril,
 - (d) Books of Accounts,
 - (e) Stock Register,
 - (f) Repair / Reinstatement Bills,
 - (g) Proof of Reinstatement,
 - (h) KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
 - (i) Any other Document,
 - (j) **Turn Around Time** for claims settlement is 21 working days.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. Cancellation -
 - (a) The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
 - (b) The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
9. 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.
10. **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.
11. If at the time a claim arises under this Policy, there is any subsisting insurance covering the same loss, damage, compensation costs or expenses.
12. 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.
13. 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

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

Courier: Manager, Grievance Cell,
 Chola MS General Insurance Company Limited,
 Hari Nivas Towers First Floor,
 #163, Thambu Chetty Street,
 Parry's Corner, Chennai - 600 001

Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - GRO@cholams.murugappa.com (Quoting the previous Service request number)

- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

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

S.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: bimalokpal.ahmedabad@cioins.co.in	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel.: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park,	Email: bimalokpal.bhubaneswar@cioins.co.in	Tel.: 0674 - 2596455
		Bhubaneswar - 751 009.		Tel.: 0674 - 2596429
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		
7	DELHI	2/2 A, 1st Floor, Universal Insurance Building,	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Asaf Ali Road,		Tel.: 011 - 23213504
		New Delhi - 110 002.		Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,		Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001		Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email: bimalokpal.hyderabad@cioins.co.in	Tel.: 040 - 23312122
		Lane Opp. Hyundai Showroom,		Tel.: 040 - 23376599
		A.C. Guards, Lakdi-Ka-Pool,		Tel.: 040 - 23376991

		Hyderabad - 500 004.		Tel: 040 - 23328709
				Tel: 040 - 23325325
10	JAIPUR	Jeevan Nidhi - II, Ground Floor, Bhawani Singh Road, Ambedkar Circle Jaipur - 302 005.	Email: bimalokpal.jaipur@cioins.co.in	Tel.: 0141 - 2740363
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash Opp Maharaj College Ground M.G.Road, Ernakulam Kochi - 682011	Email: bimalokpal.ernakulam@cioins.co.in	Tel.: 0484 - 2358759
12	KOLKATA	7th Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata- 700 072,	Email: bimalokpal.kolkata@cioins.co.in	Tel.: 033 - 22124339 Tel: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II, 6th Floor, Nawal Kishore Road, Hazratganj, Lucknow - 226001	Email: bimalokpal.lucknow@cioins.co.in	Tel.: 0522 - 4002082 Tel: 0522 - 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz West, Mumbai - 400 054.	Email: bimalokpal.mumbai@cioins.co.in	Tel.: 022-69038800 Tel.: 022-69038833
15	NOIDA	Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Noida- 201301 Dist: GB Nagar, Uttar Pradesh	Email: bimalokpal.noida@cioins.co.in	Tel.: 0120-2514252 Tel.: 0120-2514253
16	PATNA	2nd Floor, North Wing, Lalit Bhawan, Bailey Road, Patna - 800 001	Email: bimalokpal.patna@cioins.co.in	Tel.: 0612-2547068
17	PUNE	3rd Floor, Jeevan Darshan, LIC of India Bldg, N.C. Kelkar Road, Narayan Peth, Pune- 411 030.	Email: bimalokpal.pune@cioins.co.in	Tel: 020-24471175