

# PLATE GLASS AND NEON SIGNS/GLOW SIGNS INSURANCE POLICY

## IMPORTANT

This Policy has been issued based on information provided by you. Please read this Policy carefully and make sure that you understand it. In case of any concerns regarding the policy, please call our Toll free number or write to the nearest Raheja QBE Office.

### 1. THE INSURANCE CONTRACT

- 1.1. The Policy is an evidence of the contract between You (Policy Holder) and Us (Company).
- 1.2. The proposal or any information supplied by You forms the basis of this contract.
- 1.3. The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- 1.4. This policy has been issued on receipt of premium from You for the period stated in the schedule. Any subsequent renewal will require our acceptance of your proposal and your payment of premium for the renewal period.
- 1.5. The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

### 2. GENERAL DEFINITIONS (Applicable to all Sections)

- 2.1. **You/Your** : The person (s) named as Insured in the Schedule
- 2.2. **We/Us/Our** : Raheja QBE General Insurance Company Limited
- 2.3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
- 2.4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- 2.5. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
- 2.6. **Sum Insured**: It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for all claims under each section during the Policy period.
- 2.7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- 2.8. **Deductible**: The amount stated in each section in the Schedule, which shall be borne by you first, in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Deductible.
- 2.9. **Insured Premises**: The place(s) named in the Schedule from which you operate your business

### 3. COVERAGE

- 3.1. Any Sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.
- 3.2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-.
- 3.3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.

#### 4. EXCLUSIONS

- 4.1. First Rs 1000/- under each and every claim
- 4.2. Breakage or damage during removal, alteration and repairs carried out at your premises.
- 4.3. Scratching other than the fracture extending through the entire thickness of Plate Glass.
- 4.4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.
- 4.5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated.
- 4.6. Any loss or damage for which the manufacturer or supplier is responsible.
- 4.7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event
- 4.8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions.
- 4.9. Fusing or burning out of bulbs and/or tubes howsoever caused
- 4.10. **Radioactive contamination:** Any loss, damage or legal liability directly or indirectly caused by:
  - 4.10.1. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
  - 4.10.2. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 4.11. **War Risks:** Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
- 4.12. **Sonic bangs:** Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.
- 4.13. **Gradually occurring losses:** Loss or damage by wear and tear, depreciation, insects, vermin's, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.
- 4.14. **Accidental External means:** Loss or damage caused by arising out of accidental external means except as specifically covered.
- 4.15. **Public Authority**

4.15.1. Loss , destruction or damage caused to the property insured by burning by order of any Public Authority

4.15.2. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

**4.16. 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 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 organization (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 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 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.

**5. GENERAL CONDITIONS**

5.1. Every notice and communication to us required by or in respect of this policy shall be in writing.

5.2. You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

5.3. The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

5.3.1. You carry on any business at the insured premises other than the business stated in the proposal

5.3.2. There is any material change in the facts and matters stated in the proposal

5.3.3. The ownership of the plate glass/ neon sign/ lowsign passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

5.4. This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material fact by you or your representative.

5.5. Claims Procedure:

5.5.1. In the event of any circumstances likely to give rise to a claim you must: Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.

5.5.2. Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident.

5.5.3. Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage.

5.5.4. Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

5.5.5. The documents normally required to be submitted in the event of a claim are:

- i. Duly completed Claim form
- ii. Estimate of loss / repairs
- iii. Invoice/ Bills/Receipts
- iv. Fire Brigade Report in respect of fire claims.
- v. Any other details/documents called for a specific loss

5.6. Basis of Claims Settlement:

The basis of settlement shall be as under:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

If the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.

5.7. We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance(if any) will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

5.8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

- 5.9. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.
- 5.10. You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage
- 5.11. Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.
- 5.12. If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
- 5.13. The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

We shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance our risk. Nothing herein or otherwise shall oblige us to offer renewal terms or restrict any renewal terms as to premium or otherwise