

INDUSIND SIGNAGE INSURANCE - POLICY WORDING

PREAMBLE:

WHEREAS the Insured named 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 IndusInd General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the Rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

OPERATIVE CLAUSE:

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss / damage to the property insured other than by an excluded cause during the Period of Insurance or any subsequent period in respect of which the insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

DEFINITIONS

1. Proposal: The application form Insured sign for this insurance and/ or any other information Insured gives to the Company or which is given to the Company on Insured's behalf.
2. Policy: Policy wording, the Schedule, the Proposal Form and Endorsement / Memoranda, if any.
3. Limit of Indemnity: is that amount stated in the Schedule which shall be the Company's maximum liability under this Policy for any one claim or in the aggregate for all claims during the Period of Insurance
4. Sum Insured: is the amount set out in the Schedule against each item covered in the Policy.
5. Period of Insurance: The time period for which the contract of insurance is valid as shown in the Schedule.
6. Deductible: The amount stated in the Schedule which shall be borne by the Insured first in respect of each and every claim under this Policy.
7. Bodily injury: means bodily injury, illness or diseases of or to any person
8. Property damage: means actual and/or physical damage to tangible property.
9. Glow Sign: is a frame made of wood / iron/ plastic or any other material and advertisement/s are either affixed as a plastic or painted on glass. The frame has bulbs/tube lights/CFLs inside or outside the frame which glow by use of electricity.
10. Neon Sign: is a frame made of wood / iron/ plastic or any other material and advertisement/s is displayed on the board using glass tubes containing neon or any other gas. Tubes glow through the use of electricity.
11. Hoarding: is a frame made of wood/iron/plastic or any other material on which advertisements are either affixed or painted but which does not have any internal electricity mechanism for glowing

SECTION I – MATERIAL DAMAGE

The Company will indemnify the Insured in respect of loss or damage to the Neon Sign / Glow Sign / Hoardings as specified in the Schedule, due to any external accidental means

Special Exclusions:

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

- a. 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.
- b. Depreciation and/or wear and tear due to any cause whatsoever.
- c. Mechanical or electrical breakdown, failure or breakage, over running, over-heating, overloading or strain
- d. Terrorism and Sabotage activities unless specifically insured.
- e. The action of sun, rain, hail, bad weather or other atmospheric conditions unless specifically insured.



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SECTION II –THIRD PARTY LIABILITY

The Company will indemnify the Insured against liability incurred at law (including claimant's defense costs incurred with prior approval of Company) towards third party by the said Neon Sign / Glow Sign/ Hoardings for

- a. Death of / bodily injury to third party, or
- b. Any damage to third party property caused by the said perils.

Special Exclusions:

This Section of the Policy does not cover the following

- a. Death of or bodily injury to any person under contract of employment or apprenticeship with the Insured, their contractors and/or sub contractors, when such injury arises out of the execution of such contract.
- b. Damage to property belonging to or held in trust by or in the custody or control of the Insured.

GENERAL EXCLUSIONS APPLICABLE TO BOTH SECTIONS I & II

This Policy shall not cover the following unless specially mentioned in the

Schedule:

- a. Contractual liability of any kind.
- b. Excess/deductible as specified in the Schedule.
- c. Any consequential loss sustained by the Insured.
- d. 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
 - i. War, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war)
 - ii. Civil war, mutiny, rebellion, military or usurped by any direct or indirect consequences of any of the said occurrences.
- e. Any accident loss or destruction of or damage to any property or any loss or expense whatsoever or legal liability of whatsoever nature arising out of any consequential loss
- f. Payment of compensation in respect of death, injury, disablement directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radio activity from any source whatsoever.
- g. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- h. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from terrorist activity.
- i. Breakage of a Neon Sign / Glow Sign/ Hoardings not completely or securely fixed.
- j. Willful act or willful negligence of the Insured or his representative.
- k. Loss or damage for which the manufacturer or supplier is responsible.
- l. Loss or damage due to any:
 - i. Order of a publicly constituted authority;
 - ii. The cost of compliance with the laws, by-laws, ordinances, rules, regulations, orders or notices issued by any public authority and affecting the repair or replacement of Neon Sign following an insured event.
- m. Damage or breakage during erection, removal, alterations, cleaning and/or repairs in or on or about the premises described in the Schedule.

CONDITIONS

1. Notice:



Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company.

2. Duty of disclosure:

This Policy shall be void and all premium paid shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.

3. Change in Risk:

Any alteration in the position of the property insured hereunder or in the occupancy of or in the business carried on in the premises containing the property insured hereunder shall render this Policy null and void unless the Company shall have consented to continue the insurance.

4. Fraud:

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.

5. Reasonable care:

The Insured shall take all reasonable steps to safeguard the property insured against any accident, loss or damage and to protect the same in the event of its being exposed to any unusual risk.

6. Cancellation:

The Company may at any time by giving 15 days notice in writing cancel this Policy in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this Policy has been in force at the Company's customary short period scales or rates (Table given here below), provided no claim has occurred up to the date of cancellation of this Policy.

Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
15 Days	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.

7. 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 of the Company.
- b. Furnish to the Company, within 14 days of the date on which the event shall have come to his knowledge, detailed particulars of the amount of loss or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require.
- c. The Insured shall also at his own expense produce, procure and give to the Company such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath on in other form of the truth of the claim and of any matters connected therewith.



d. No claim under this Policy shall be payable unless the terms of the Condition have been complied with.

In the event of the Company replacing the broken glass, all window-fittings or other obstructions to replacement shall be removed by the Insured at his own expense. All salvage shall be the property of the Company.

8. Contribution:

If at the time of any loss or damage covered by this policy there shall be any other insurance covering the same property whether effected by the Insured or not, then the Company shall not be liable for more than rateable proportion thereof.

9. 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 a 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.

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. Subrogation:

The Insured 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.

12. Reinstatement:

At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of the period of insurance for the amount of such loss shall be payable by the Insured to the Company. The additional premium referred to above, shall be deducted from the net claim amount payable under the Policy

This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this Condition is to ensure continuity of the cover to the Insured subject to the right of the Company for deductible from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of the loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

13. Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such dispute or 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.

14. 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 item 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



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company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

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.

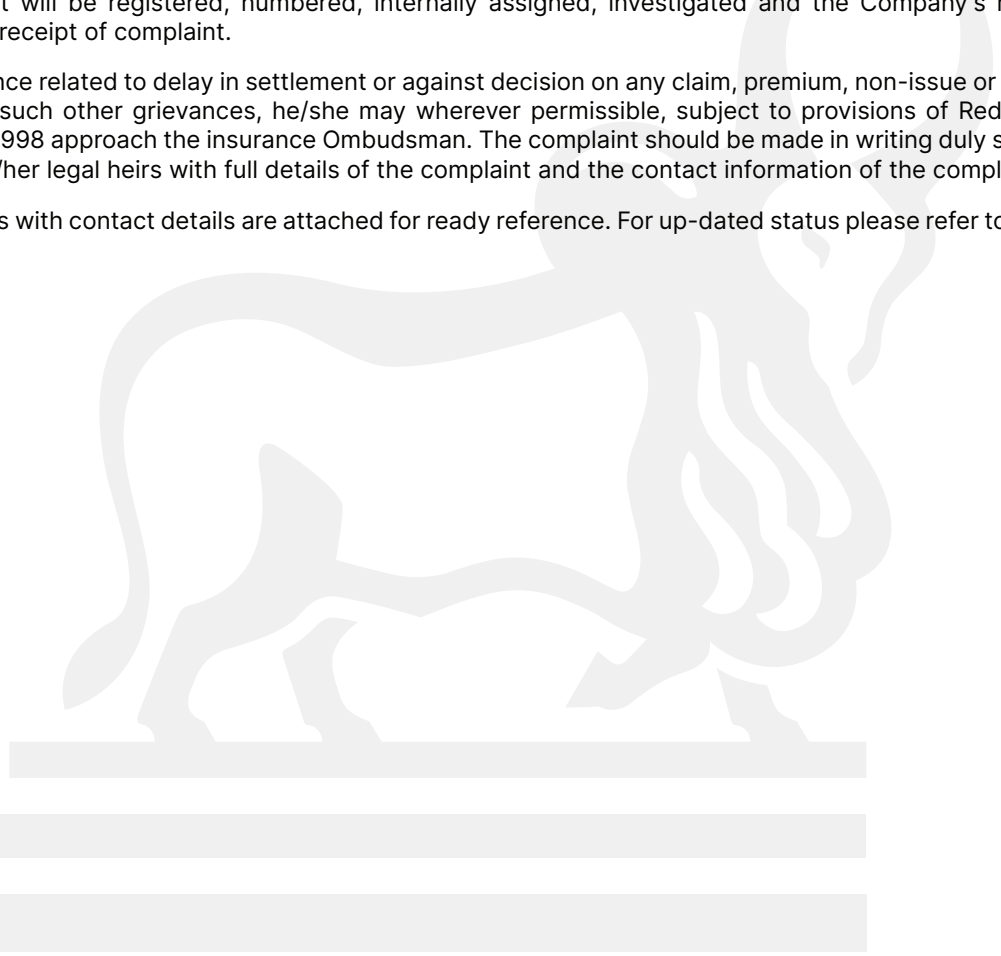
GRIEVANCE REDRESSAL PROCEDURE:

The Grievance Redressal Cell of the Company looks into complaints from Policyholder's. If the Insured has a grievance that the Insured wishes the Company to redress the Insured may approach the person nominated as "Grievance Redressal Officer" with the details of his grievance.

Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears in the Policy document as on Company's website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

In the event of any grievance related to delay in settlement or against decision on any claim, premium, non-issue or interpretation of Policy terms or such other grievances, he/she may wherever permissible, subject to provisions of Redressal of Public Grievances Rules, 1998 approach the insurance Ombudsman. The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

List of Ombudsman offices with contact details are attached for ready reference. For up-dated status please refer to website www.irda.org



OMBUDSMAN OFFICE

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmed- abad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N 19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078..	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengal- uru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bho- pal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubanesh- war – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubane- shwar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigar- h@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664 Email: bimalokpal.chen- nai@cioins.co.in	Tamil Nadu, UT - Pondicher- ry Town and Karaikal (which are part of UT of Pondicher- ry)



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DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,



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IRDAI Registration No. 103. IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. INDUSIND SIGNAGE INSURANCE. UIN NO. IGI-OT-P14-31-V01-13-14. IGI/MCOM/CO/ISI/PW/VER. 2.0/071023.

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MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur..
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.gicouncil.in, our website www.indusindinsurance.com



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