

NEON SIGN POLICY

WHEREAS the Insured named in the schedule hereto has paid or agreed to pay to the Atlas Insurance Limited (hereinafter called the Company) the premium shown in the Schedule.

NOW THIS POLICY WITNESSETH THAT in respect of any event occurring during the period of Insurance or during any subsequent period of insurance for which the Insured shall pay and the Company shall agree to accept the premium required for the renewal of this Policy, the Company hereby agreed that subject to the terms, exceptions and conditions contained herein or endorsed hereon (which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder).

THE COMPANY WILL INDEMNIFY the Insured against:

Loss or Damage to Neon Sign described in the Schedule hereto.

- a) by accident external means or
- b) by fire and/or lightning and/or external explosion and/or theft or
- c) by malicious act.

PROVIDED THAT unless otherwise agree that Company shall not be liable in respect of:

- a) Loss or damage caused by wear and tear, gradual deterioration, or from any process of cleaning or restoring the insured property
- b) Loss or damage caused by faulty manufacture, installation or occasioned by the inherent character of the insured property.
- c) Loss or damage caused by breakage during installation, repairing or dismantling and/or breakage during transportation unless caused by fire, lightning collision, derailment or overturning of vehicle.
- d) Mechanical breakdown against loss or damage to electric apparatus caused by electricity, other than lightning, unless fire ensues and then only for loss or damage by such ensuing fire.
- e) Loss or damage caused by atmospheric conditions, including dampness of atmosphere or extremes of temperature, except loss or damage by windstorm and hail.
- f) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or damage legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing, radiation or radioactive contamination from any nuclear fuel or from any nuclear waste.
- g) Any contingency occasioned by or happening through war invasion act or foreign enemy hostilities (whether was be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, civil commotion or any popular uprising against a recognized government.
- h) Breaking of tortoise shell glass or other brittle substance not due to fire or thieves.
- i) Consequential loss of any nature whatsoever.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the policy or of the Schedule shall bear such specific meanings wherever they may appear.
2. The insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expenses within fourteen days after happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonable required.
3. The Company shall be entitled on the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
4. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any breakage or destruction be occasioned by the willful act or with the Vance of the Insured all benefit under this policy shall be forfeited.
5. The due observance and fulfillment of the terms, provisions, 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 proposal form shall be conditions precedent to any liability of the Company to make any payment under this Policy.
6. 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 the insured shall become entitled to return of a proportionate part of premium corresponding to the unexpired period of insurance. This insurance may also be terminated at any time at the request of the insured, in which case the Company will retain the customary short period premium for the time the Policy has been in force.
7. In the event of the Company disclaiming liability to the insured for any claim hereunder if such claim is not within twelve calendar months from the date of such disclaiming referred to arbitration under this provision herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable herein under.
8. Any difference which shall arise between the Company and the Insured or his representatives shall be referred to a single arbitrator or, if the parties are unable to agree upon a single arbitrator, two arbitrators, one to be appointed by each party, the obtaining of any award shall be a condition precedent to any liability of the Company or any right of action against the Company.
9. Under the following circumstances the insurance ceases to attach as regard the property affected unless the Insured, before the occurrence of any loss or damage, obtain the sanction of the Company signified by endorsement upon the policy, by or on behalf of the Company.
 - a. If property insured be moved to any building or place other than in which it is herein stated to be insured.
 - b. If the interest in the property insured passed from the Insured, otherwise then by will or operation of law.
10. The Company may at its option, reinstate or replace such property or any part thereof or may pay in cash the amount of loss or damage.
11. The liability of the Company shall in no case exceed in all, if any period of insurance, the sum insured expressed in the schedule.
12. The liability of the Company shall in no case exceed in respect of each item of the sum insured expressed in the Schedule to be insured thereon in the whole the total sum insured hereby, or such other sum or sums as may be sustained thereof by memorandum hereon or attach hereto by or on behalf of the Company.
13. Each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each such adjusted claim there shall be deducted a sum specified in the Schedule of the Policy.