Allianz Insurance Lanka Ltd.
Level 25-27, One Galle Face Tower, No1 A, Centre road, Galle Face, Colombo 02 Tel : +94 112 303300
Web Site : www.allianz.lk

NEON SIGN INSURANCE

As the Insured has by a proposal and declaration which shall be the basis of this contract and be held as incorporated herein applied to Allianz Insurance Lanka Ltd. (hereinafter called the Company) for the indemnity hereinaftercontained, in consideration of the Insured paying or agreeing to pay to the Company the required premium for or on account of the said indemnity the Company agrees subject to the terms, exceptions and conditions contained herein
or endorsed hereon that if during the period of insurance the Neon Sign/Glow Sign/Hoarding situated at the premisesdescribed in the Schedule shall be lost or damaged the Company will pay to the Insured the value of the Neon Sign, provided always that the Company's liability shall not exceed the Sum Insured stated in the Schedule in respect of any one item and in aggregate.

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 othermechanical or electrical breakdown or faults.

2. Depreciation and/ or wear and tear due to any cause whatsoever.

3. Mechanical or electrical breakdown failures or breakages and / or over-running and/ or over-heating and/ oroverloading or strains.

4. The excess/ deductible as mentioned in the schedule of the policy.

GENERAL EXCEPTION APPLICABLE

PROVIDED ALWAYS that the company shall not be liable under this Policy in respect of:-

1. Loss or damage directly or indirectly occasioned by or through or in consequence of:
   a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not)
   b. civil war, mutiny civil commotion assuming the proportions of or amounting to a popular rising, militaryrising insurrection, rebellion, conspiracy, military or usurped power.
   c. martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
   d. any act of any person acting on behalf of or in connection with any organization it activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence, or loot, sack or pillage in connection with any of the aforementioned occurrences.

2. Any consequence of Strike and Riot

3. Any loss or destruction or damage or expenses whatsoever resulting or arising there from or anyconsequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel from any nuclear waste from the combustion ofnuclear fuel. Solely for the purpose of this exception combustion shall include any self-sustaining processof nuclear fission.

4. Any loss, destruction or damage caused by or contributed to by or arising from nuclear weapons material.

5. The cost of removing or replacing fixtures or fittings, and any consequential losses.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specificmeaning has been attached in any part of this policy of the Schedule shall bear such specific meaning wherever it may appear.

01. Loss Notification
Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this policy the insured shall give written notice thereof to the Company, and within seven days thereafter deliver to the Company aclaim in writing and supply all such detailed proofs and particulars as may be reasonably required.
In no case shall the company be liable for any loss or damage not notified to the Company within ten days after theevent.

02. Subrogation
If any claim shall arise through or be attributable to the act neglect or default of any person or persons other than theinsured or his servants than the insured shall at the request and cost of the Company institute, take and prosecute such proceedings at law or otherwise and render such assistance as may be necessary for recovery from the person or persons by or to whose act, neglect or default the damage may have been sustained or attributable, and all moneyso recovered shall be the property of the company.

03. Reasonable Care
The Insured shall take all reasonable precautions for the safety of the Glass including salvage Glass. The Companyshall be entitled to any salvage Glass resulting form breakage in respect of which a claim has been paid hereunder.

04. Alteration
The Company reserves the right to inspect the property described in the Schedule hereto to ensure that structure isof adequate strength and foundation is fixed to the ground of the floor as the case may be and no alterations or modifications have been made after commencement of the insurance. Benefits under the policy will be forfeited if alterations or modifications are not informed to the company and agreed to in writing.

05. Average
The Sum Insured for each item described in the Schedule shall at all times be equal to the cost of replacement of theitem of same specification. If any item shall at the time of any loss or damage be of greater values than the Sum Insured, then, the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Each item if more than one shall be subject to this condition.

06. Forfeiture
If any claim be in any respect fraudulent if any fraudulent means or devices be used by the Insured or anyone actingon his behalf to obtain benefits under this policy, or with the connivance of the Insured, all benefit under this Policyshall be forfeited.

07. Cancellation
The Company may cancel this policy by sending seven days notice by registered letter to the insured at his lastknown address, and in such event the insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

08. Arbitration

All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrator, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to
do by either of the parties, or in case the Arbitrators do not agree of any umpire appointed in writing by theArbitrators before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meetings, and the making of an award shall be a condition precedent to any right of action against the Company. If
the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months form the date such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter berecoverable hereunder.

09. Receipts

No Payment in respect of premium shall be deemed to be payment of the Company, unless a printed form of receiptfor same, signed by an authorized officer of the Company shall have been given to the Insured.

10. Due Observance

The due observance and fulfillment of the terms, Conditions and Endorsement of this Policy by the Insured in so faras they relate to anything to be done or complied with by him and the truth of the statements and answers in the proposal, shall be conditions precedent to any liability of the Company to make any payment under this policy.

Premium payment warranty

1. Notwithstanding anything herein contained but subject to clause 2 and 3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the Insurer (*The Company*) on or before the premium due date specified in the Schedule of this Policy,
Renewal Certificate, Endorsement or Cover Note (which shall be a date not exceeding 60 days from the date of inception of the policy) and in the absence of any such premium due date, the full settlement of the
premium is required to be made or effected on or before the expiry of the 6th0 day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the"due date").

   For the purpose of this warranty the "due date" shall be recognized from the date of inception or commencement of the coverage.

2. It is also declared and agreed that the settlement of the full premium on or before the due date shall operateas a condition precedent to the insurer's (*The Company's)* liability or an obligation to settle a claim under this Policy, Renewal Certificate, Endorsement or Cover Note.

   In the event any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the insurer (*The Company*) may defer any decision on liability or postpone thesettlement of any such claim until full settlement of the premium is effected on or before the "due date".

3. It is also declared and agreed that where the full premium payable hereunder remains outstanding as at theclosure of business of the insurer on the "due date", then the cover under this insurance and any obligationsassumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.

However such cancellation will not prejudice the rights of the insurer (*The Company*) to invoke any legal defenses or to recover the full or any part of the defaulted premium attributable to the expired period of theinsurance.

Data Privacy & Protection

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website **https://www.allianz.lk/data-privacy-notice.html** . The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data - means any information relating to an individual