



UNITED INDIA INSURANCE COMPANY LIMITED
PEDAL CYCLE INSURANCE POLICY

PREAMBLE

WHEREAS the INSURED named in the Schedule hereto has made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "company") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

OPERATIVE CLAUSE

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the insured shall sustain LOSS of or DAMAGE to the pedal cycle(s) hereinafter described or incur liability as hereinafter provided at any time during the period of insurance stated herein or any subsequent period in respect of which the insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof the Company will pay to the Insured the value, at the time of happening of such loss of the pedal cycle(s) so lost or the amount of such damage or the amount of liability incurred but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

I. SECTION I- LOSS OR DAMAGE

Loss of or damage to any of the Pedal Cycles described herein by

1. Accidental External Means
2. Fire, Lightning or External Explosion
3. Burglary and/or house-breaking/ theft
4. Riot/strike or Malicious act
5. Earth Quake, flood, cyclones, storm, tempest, and other similar convulsion of nature or atmospheric disturbances

II. SECTION II- PUBLIC LIABILITY

Insured's legal liability to pay compensation for

1. Accidental death of or bodily injury to any person other than a member of the Insured's family or a person in Insured's service or being conveyed on any Pedal Cycle mentioned herein or
2. Damage to any property not belonging to or in the custody or control of the insured or any member of the insured's family or not being conveyed on any such Pedal Cycle
3. In the event of accident caused by or happening through or in connection with such Pedal Cycle.

The Company will in addition where legal proceedings have been defended with its consent pay all legal expenses for which the insured may be liable.

The company's liability to pay as compensation and legal expenses under this section in respect of anyone accident or a series of accidents arising out of anyone event and I respect of all accidents during anyone period of insurance Is limited to Rs. 10,000 (Rupees Ten Thousand Only)

III. EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss or damage, whether direct or indirect, occasioned by happening through or arising from any consequence of war, invasion, act of foreign enemy, hostilities(whether war be declared or not) civil war, mutiny rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion or loot or pillage in connection therewith or confiscation or detention by the order of any Government or Public Authority, earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone and other similar convulsions of nature and atmospheric disturbance.
2. Damage caused by overloading or strain or mechanical breakdown.
3. Loss or damage to accessories by theft unless the Pedal Cycle is stolen at the same time
4. Accident, loss, damage or liability caused by or through or in connection with any Pedal Cycle whilst being used for hire or reward or outside India.
5. Loss, damage or liability occurring whilst being used for racing or pace making.
6. Consequential loss, depreciation or wear and tear.
7. a) Loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
b) any legal liability of whatsoever nature.



Directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material.

IV. FRANCHISE

Where the cover granted is 'Comprehensive' the Company shall not be liable for the First ten rupees (₹ 10/- of each and every loss in respect of each Pedal Cycle Payable under Section 1 but the company is liable for such loss or damage in full if It exceeds Rupees Ten (₹ 10/-)

V. CONDITIONS

1. **NOTICE** - Every notice and communication to the Company required by this policy shall be in writing to the office to the Company through which this insurance is effected.
2. **MISDESCRIPTION** - This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription, or non-disclosure of any material particular.
3. **REASONABLE CARE** - The Insured shall take all reasonable steps to safeguard the Pedal Cycle(s) insured against any accident, loss or damage. The Pedal Cycle(s) should be securely locked when left unattended.
4. **CANCELLATION** -
 - a. The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall refund proportionate premium for unexpired policy period, if there is no claim (s) reported during the policy period.
 - b. The Company may cancel the policy at any time on grounds of mis-representation, nondisclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.

5. **CLAIM PROCEDURE**

The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under Section I of this policy-

- a) In the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
- b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under Section II of this policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The insured shall not incur any expenses in making good any such claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without a similar consent.

6. **CONTRIBUTION** - If at the time of any loss or damage covered by this Policy there shall be any other insurance covering the same risk whether effected by the insured or not, then the Company shall not be liable for more than its ratable proportion thereof.
7. **FRAUD** - If any claim under this policy shall be in respect fraudulent or if any fraudulent means or devices are 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.
8. **INDEMNITY** - The Company may at its option reinstate, replace or repair the property or premises lost or damaged or nay part thereof instead of paying the amount of loss or damage or may join with any other insurer in doing so but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement that 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 by the Company thereon.
9. **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 of the policy shall be separately subject to this condition.
10. **OBSERVATION OF TERMS AND CONDITIONS:** 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 shall be a condition precedent to any liability of the Company to make any payment under this policy.