



Form No. ANC-325

THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

PEDAL CYCLE INSURANCE

SECTION I – LOSS OR DAMAGE

The Company will Indemnify the Insured against loss or damage to any pedal cycle described in the Schedule hereto (including its accessories whilst thereon).

- (a) by accidental external means
- (b) by fire external explosion or lightning or burglary, housebreaking, larceny or theft, accidental external means or by malicious act.

PROVIDED THAT the Company shall not be liable to make any payment under the Section in respect of :-

- (a) Consequential loss depreciation wear and tear mechanical breakdowns failure or breakages nor for damage caused by overloading or strain nor for loss or damage to accessories by burglary, housebreaking, theft or larceny unless pedal cycle is stolen at the same time.
- (b) Loss of or damage to tyres, unless the pedal cycle is stolen or damaged at the same time when the liability of the Company shall be limited to 50% of the cost of replacement.
- (c) This first Rupees Twenty Five of any amount payable in respect of a claim for loss or damage by external means or by malicious act.

SECTION II – LIABILITY TO THIRD PARTIES

1. Subject to the limit of liability stated in the Schedule hereto the Company will indemnify the Insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of :
 - (i) Death of or bodily Injury to any person
 - (ii) damage to propertyIn the event of accident caused by or through or in connection with any pedal cycle described to the Schedule hereto or in connection with the loading or unloading thereof.
2. In the terms of and subject to the limitations of and for the purposes of this Section the Company will treat as though he were the Insured any person who is riding the pedal cycle on the Insured's order or with his permission provided that
 - (a) Such person is not entitled to indemnify under any other Policy.
 - (b) Such person shall as though he were insured observe fulfill and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.
 - (c) In the event of an award being made both against insured and any such person the insured shall to the extent of his liability be entitled to priority in respect of any indemnity payable by the Company.
3. In the event of the death of any person entitled to indemnify under this Section , the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this section provided that such personal representatives shall as though they were the

Insured observe fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

4. The Company will pay all costs and expenses incurred with its written consent.
5. The Company may at its option (a) arrange for representation at any inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under the Section and (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of Indemnity under this Section.

Provided that the Company shall not be liable to make any payment under this Section in respect of

- (a) Death injury or damage caused or arising beyond the limits of any carriageway or thorough fare in connection with
 - (i) the bringing of the load to the pedal cycle for loading thereon
 - (ii) the taking away of the load from pedal cycle after unloading therefrom by any person other than the rider of the pedal cycle.
- (b) Death of or bodily injury to any member of the Insured's or the rider's household or to any person in the employment of the Insured or the rider arising out of and in the course of such employment.
- (c) Death of or bodily injury to any person riding or mounting on or dismounting from the Pedal Cycle.
- (d) Damage to property belonging to the Insured or the rider or held in trust by or in the custody or control of the Insured or the rider or a member of the Insured's or rider's household on being conveyed by the pedal cycle.
- (e) Any liability assumed by the insured or the rider by agreement unless such liability would have attached to the Insured or the rider even in the absence of such agreement.

GENERAL EXCEPTIONS

The Company shall not be liable under thus Policy for :-

- (a) any accident, injury, loss, damage or liability, caused by or through or in connection with any pedal cycle whilst such pedal cycle is being used
 - (i) otherwise than for the purposes stated in the Schedule herewith
 - (ii) for hire or reward
 - (iii) outside india.
- (b) any accident injury, loss, damage or liability directly or indirectly, proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood, typhoon hurricane, volcanic eruption earthquake or other conversion of nature war invasion the act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war, strike, riot, civil commotion, terrorism and sabotage activity, mutiny, rebellion, military or usurped power or by any direct or indirect or indirect consequences of any of the said occurrences and whilst the Insured or any person riding cycle with the general knowledge and consent of the insured is under the influence of intoxicating liquor or drugs and in the event of any claim hereunder the insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in

default of such proof the Company shall not be liable to make any payment in respect of such a claim.

- (c) (i) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss.
 - (ii) any legal liability of whatsoever nature.
 - (iii) payment of compensation in respect of death injury, disablement of the insured person directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
- (d) any accident loss, destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.
2. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require.
3. Every letter, claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
4. No admission/ offer/ promise for payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Company which shall be entitled if so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may inquire.
5. At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under that Section after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim or claims can be settled and upon such payment the Company shall relinquish the conduct and control of any defence settlement and proceedings and be under no further liability under this Policy in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment, nor shall the Company be responsible for any

damage alleged to have been caused to the Insured in consequence of the Company relinquishing such conduct.

6. The Company may at its own option repair, reinstate replace the pedal cycle or part thereof and/or its accessories or may pay in cash amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the Insured's estimate of the value of the pedal cycle (including accessories thereon) as specified in the Schedule or the value of the pedal cycle (including accessories therein) at the time of the loss or damage whichever is less.
7. The Insured shall at all times by personal or other Competent supervision take all proper precautions to employ only competent rider's and to ensure that the cycles are kept in a state of repair.
8. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address 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.
9. If at the time any claim arises under this Policy and if there is any other existing insurance covering the loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage compensation cost of expenses provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under the Provisions of proviso (a) of Paragraph (2) of Section II of this Policy.
10. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 difference or dispute shall be referable to arbitraion as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.
"It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

N.B: In the event of dishonour of premium cheque policy automatically stands cancelled as from inception.