



**The Oriental Insurance Company Limited**  
**Head Office: A 25/27, Asaf Ali Road, New Delhi -110002.**  
CIN U66010DL1947GOI007158

### **PEDAL CYCLE INSURANCE**

Whereas the Insured has by a signed proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein applied to the ORIENTAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the Insurance hereinafter contained and has paid or agreed to pay the premium stated herein as consideration for such insurance for the period herein set-forth.

**THE POLICY WITNESSETH THAT :** Subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of Insured to recover hereunder during the Period of Insurance stated in the schedule or during any subsequent period for which the company may accept payment for the renewal of this policy.

**The Company will indemnify the Insured against:**

**SECTION 1.** Insured's Legal Liability for :-

- (a) Bodily injury to any person (other than a member of Insured' family) or a person in the insured's service or being conveyed on any pedal cycle mentioned in the Schedule below or.
- (b) Damage to property not belonging to or in the custody or control of the Insured or any servant of the Insured or member of the Insured's family or being conveyed on any such 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.

**SECTION 2.** Loss of or damage to any such Pedal Cycle :-

- (a) By accidental external means (Excluding the first Rs 10 of each claim in respect of damage).
- (b) By Fire , Lightning or Explosion.
- (c) By Burglary Housebreaking or Larceny.

**Provided always:** that the Company's Liability shall in no case exceed under section 1 in respect of any one accident or series of accidents arising out of any event, the amount stated in the schedule.

## EXCEPTIONS

The Company shall not be liable for:

- (a) Bodily injury , damage to property , and loss or damage to any pedal cycle insured there under , caused or sustained whilst:
  - (i) The limit of indemnity stated in the schedule under section II of the sum Insured mentioned in the schedule.
  - (ii) Let out or used for hire.
  - (iii) Being used in racing, pace making or speed tests.
- (b) Any claim arising out of accidents occurring outside the geographical area.
- (c) Wear and tear or mechanical breakdown.
- (d) Repairing or replacing rubber tires, lamps, tools or accessories unless damaged by an accident involving damage to the cycle itself.
- (e) Theft of rubber tires, lamps , tools or accessories unless the cycle itself is stolen at the same time.
- (f) Loss destruction or damage directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with Cyclone, Volcanic Eruption, Earthquake or other convulsion of nature , War Invasion , Act of Foreign Enemy, Hostilities or War Like Operations (whether war be declared or not) ,Mutiny Riot Civil Commotion, Insurrection, Rebellion, Revolution, Conspiracy, Military, or Usurped Power, 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 and in the event of any claim hereunder the Insured shall prove that the loss or damage 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 consequence there of and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (g) (i) any accident or any loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any consequential loss.  
(ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

The indemnity or compensation, provided by this policy shall not apply to nor include 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 Notice shall be given in writing to the Company as soon as reasonably possible upon the occurrence of any accident loss or damage. Every letter, claim, writ, summons or process shall be notified or forwarded to the Company immediately on receipt by the Insured.
- 2 The insured shall not incur any expense on litigation or otherwise or make any payment settlement arrangement, or admission of liability in respect of any accident for which the Company may be liable under this Policy, without the written authority of the Company, the Company shall in respect of the cycle insured under this policy be entitled to use the name of the Insured including bringing, defending, enforcing or settling of legal proceedings for the benefit of the Company. The Company may prior to or at any stage of such proceedings pay to the Insured the full amount payable under this policy in respect of any claim and shall thereupon be relieved from all further liability in respect of the claim in question, and shall not be responsible for any loss alleged to have connection with such claim or proceedings.
- 3 The Insured shall take all reasonable steps to safeguard from loss or damage, and maintain in efficient condition any cycle described in the schedule hereto and the Company shall have at all times free access to examine such cycle.
- 4 If at the time of any claim arising under this policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
- 5 The Insurance by this policy may be cancelled at any time by seven days notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro-rata portion of the premium for the unexpired period of Insurance.
- 6 If any difference shall arise as to the quantum to be paid under this policy ,(liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrate, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrator of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party in accordance with the provision of the Arbitration Act, 1996 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrate within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitration, and in case of disagreement between the arbitrator the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration herein before provided if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressed stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, 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 (12) calendar months from the date of such disclaimer have been made the subject 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.