

**Pedal Cycles**

UIN: IRDAN123CP0068V01201819

WHEREAS the INSURED named in the Schedule hereto has made to CHOLAMANDALAM MS GENERAL 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 the premium as consideration of such Insurance.

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 Cycle(s) hereinafter described or incur liability as hereinafter provided at any time during the Period of Insurance stated herein, the Company will pay to the Insured the value, at the time of happening of such loss of the 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 times specified herein in the sum opposite thereto respectively.

**Section I - Loss or Damage**

The Company shall indemnify the Insured for Loss of or damage to any of the Cycles described herein by

- i) Accidental external means
- ii) Fire, Lightning or External Explosion
- iii) Burglary and/or Housebreaking or Theft
- iv) Riot, Strike or Malicious Act
- v) Earth Quake, Flood, Cyclone, Storm, Tempest, and other similar convulsion of nature.

**Section II - Public Liability**

The Company shall indemnify the Insured in respect of the Insured's legal liability to pay compensation for

- i) 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 Cycle mentioned herein or
- ii) 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.
- iii) All legal expenses to the extent incurred by the insured with its consent where legal proceedings have been defended in the event of accident caused by or happening through or in connection with such Pedal Cycle. 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 in respect of all accidents during anyone period of insurance is limited to Rs.10, 000 (Rupees Ten Thousand only).

**Exclusions**

The Company shall not be liable in respect of

- i) 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, or civil commotion or loot or pillage in connection therewith or confiscation or detention by the order of any Government or Public Authority.
- ii) Terrorism
- iii) Damage caused by overloading or strain or mechanical breakdown,
- iv) Loss or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- v) 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, unless specifically consented by the company.
- vi) Loss, damage or liability occurring whilst being used for racing or pacemaking.
- vii) Consequential loss, depreciation or wear and tear.
- viii)
  - (a) Loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - (b) Any legal liability of whatsoever nature, other than under section II, if covered.
  - (c) 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 or other similar weapons of mass destruction.

**Conditions**

- 1) Every notice and communication to the Company required by the Policy shall be in writing.
- 2) This Policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misrepresentation, misdescription, or nondisclosure of any material particular.
- 3) The Insured shall take all reasonable steps to safeguard the Pedal Cycle(s) insured against any accident, loss, or damage. The Cycle(s) should be securely locked when left attended.
- 4) The Company may at any time by seven days' notice in writing cancel this Policy, without assigning any reason in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired Period of Insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this Policy has been in force at the Company's customary short period scales of rates, if no claim has been preferred during the current policy period.
- 5)
  - i) 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 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.
  - ii) 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) 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 rateable proportion thereof.
- 7) If any claim under this Policy shall be in any 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 the Policy, all benefits under the Policy shall be forfeited.
- 8) The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing by 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 than 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) No interest shall be payable in respect of any claim under this Policy on any account whatsoever.
- 10) 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 insured separately, if more than one, shall be independently subject to this Condition.
- 11) The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 12) If the company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder
- 13) This Policy may be renewed by mutual consent. The company shall not be bound to give notice that such renewal is due or accept any renewal premium.
- 14) The due observance and fulfillment 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.

#### GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

##### 1. OUR GRIEVANCE REDRESSAL OFFICER

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : [www.cholainsurance.com](http://www.cholainsurance.com)  
 Toll free : 1800 208 9100  
 E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
 Fax : 044 -4044 5550  
 Courier : Cholamandalam MS General Insurance Company Limited,  
 Customer services, Head  
 Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com)

For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://www.cholainsurance.com)

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

##### 2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad -500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

##### 3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

#### INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited  
 HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.  
 Toll Free : 1800 208 9100  
 SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)  
 Email –[customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123|CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| [Customercare@cholams.murugappa.com](mailto:Customercare@cholams.murugappa.com) | [www.cholainsurance.com](http://www.cholainsurance.com).

