

Pedal Cycles

UIN: IRDAN123RP0074V01200203

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) **Cancellation -**
 - a) The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
 - b) The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the 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) **Documents required for Claim processing:**
 - a) Claim form,
 - b) FIR/FR,
 - c) Proof in support of Cause of Loss/Operation of Insured peril,
 - d) Books of Accounts,
 - e) Stock Register,
 - f) Repair / Reinstatement Bills,
 - g) Proof of Reinstatement,
 - h) KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
 - i) Any other Document,
 - j) **Turn Around Time** for claims settlement is 21 working days.
- 7) 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.
- 8) **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply

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Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

9) 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.

10) 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.

11) No interest shall be payable in respect of any claim under this Policy on any account whatsoever.

12) 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.

13) 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

14) 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.

15) 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

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

WEBSITE: www.cholainsurance.com

Toll free: 1800 208 9100

E-MAIL: customercare@cholams.murugappa.com

Courier: Manager, Grievance Cell,
Chola MS General Insurance Company Limited,
Hari Nivas Towers First Floor,
#163, Thambu Chetty Street,
Parry's Corner, Chennai - 600 001

Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer -
Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)

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- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - GRO@cholams.murugappa.com (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

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
 Web site: www.cholainsurance.com

S.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: bimalokpal.ahmedabad@cioins.co.in	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel.: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park,	Email: bimalokpal.bhubaneswar@cioins.co.in	Tel.: 0674 - 2596455
		Bhubaneswar - 751 009.		Tel.: 0674 - 2596429
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		
7	DELHI	2/2 A, 1st Floor, Universal Insurance Building,	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Asaf Ali Road,		Tel.: 011 - 23213504
		New Delhi - 110 002.		Tel.: 011 - 46013992

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8	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,		Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001		Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email: bimalokpal.hyderabad@cioins.co.in	Tel.: 040 - 23312122
		Lane Opp. Hyundai Showroom,		Tel: 040 - 23376599
		A.C. Guards, Lakdi-Ka-Pool,		Tel: 040 - 23376991
		Hyderabad - 500 004.		Tel: 040 - 23328709
10	JAIPUR	Jeevan Nidhi - II, Ground Floor,	Email: bimalokpal.jaipur@cioins.co.in	Tel.: 0141 - 2740363
		Bhawani Singh Road, Ambedkar Circle		
		Jaipur - 302 005.		
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash	Email: bimalokpal.ernakulam@cioins.co.in	Tel.: 0484 - 2358759
		Opp Maharaj College Ground		
		M.G.Road, Ernakulam		
		Kochi - 682011		
12	KOLKATA	7th Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata-700 072,	Email: bimalokpal.kolkata@cioins.co.in	Tel.: 033 - 22124339
				Tel: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II,	Email: bimalokpal.lucknow@cioins.co.in	Tel.: 0522 - 4002082
		6th Floor, Nawal Kishore Road, Hazratganj, Lucknow - 226001		Tel: 0522 - 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe,	Email: bimalokpal.mumbai@cioins.co.in	Tel.: 022-69038800
		S. V. Road, Santacruz West,		Tel.: 022-69038833
		Mumbai - 400 054.		
15	NOIDA	Bhagwan Sahai Palace	Email: bimalokpal.noida@cioins.co.in	Tel.: 0120-2514252
		4th Floor, Main Road,		Tel.: 0120-2514253
		Naya Bans, Sector 15, Noida-201301		
		Dist: GB Nagar, Uttar Pradesh		
16	PATNA	2nd Floor, North Wing, Lalit Bhawan,	Email: bimalokpal.patna@cioins.co.in	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001		
17	PUNE	3rd Floor, Jeevan Darshan,	Email: bimalokpal.pune@cioins.co.in	Tel: 020-24471175
		LIC of India Bldg,		
		N.C. Kelkar Road, Narayan Peth,		
		Pune- 411 030.		