



UNITED INDIA INSURANCE COMPANY LIMITED

CYCLE RICKSHAW INSURANCE

WHEREAS the insured by a proposal and declaration stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereunder contained and has paid or agreed to pay the premium as consideration for such insurance in respect of accident, loss or damage occurring during the period of insurance or during any subsequent period for which the Company may accept payment for renewal of this policy.

NOW THIS POLICY WITNESSETH that subject to the terms, conditions and exceptions contained herein or endorsed or otherwise expressed hereon.

SECTION-1 LOSS OR DAMAGE

The Company will by payment or at its option by reinstatement or repair indemnify the insured if the Cycle Rickshaw(s) described in the Schedule be:

- 1) Damaged or destroyed by fire
- 2) Lost or damaged by or due to burglary, house breaking or theft and/or any attempt thereat.
- 3) Lost or damaged by accidental and external means.

Provided that the liability of the Company under this section for any claim for all loss and damage occurring to the cycle rickshaw described in the Schedule shall not exceed the sum insured stated in the Schedule.

EXCLUSIONS

The Company shall not be liable in respect of:

- a) The first Rs.250/- of each and every claim in respect of accidental damage only as per item (3) above
- b) Loss of use, depreciation breakdown or wear and tear
- c) Loss or damage to accessories whether carried in the cycle rickshaw or otherwise
- d) Damage to tyres by application of brakes or by road punctures, cuts and bursts.

SECTION-II LIABILITY TO THE PUBLIC

The Company will indemnify the insured against liability arising from accident as follows :-

- a) All sums which the insured shall become legally liable to pay as compensation in respect of;
 - i) Accidental bodily injury to any person or persons caused by or through the use of or in connection with any cycle rickshaw (non - motor as described in the schedule by the insured in person or by one of his authorised employees
 - ii) Accidental damage to property of third parties
- b) All costs and expenses of litigation recovered by any claimant from the insured.
- c) All costs and expenses of litigation incurred by the insured with the written consent of the Company - In connection with a claim against the insured for compensation to which the indemnity expressed in this section applies.

Provided that the authorised employee is not entitled to indemnity under any other policy and shall as though he were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.

Provided also that the liability of the company under this section for all compensation costs and expenses of whatsoever nature payable in respect of any one claim or series of claims consequent on or attributable to any one event shall not exceed that amount specified in the schedule as the limit of indemnity for Section II.

In the event of the death of the insured, the Company will in respect of the liability incurred by the insured indemnify the insured's legal personal representatives in terms of and subject to the limitations of this section provided that such legal 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.

EXCLUSIONS

The Company shall not be liable in respect of :

- a) Death of or bodily injury to
 - i) The insured
 - ii) Any person driving the cycle rickshaw
 - iii) Any person being carried in such cycle rickshaw
- b) Damage to property belonging to or held in trust by or in the custody or control of the insured or of the



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passenger or being conveyed by such cycle rickshaw.

SECTION III: COMPENSATION TO PASSENGERS AND LIABILITY FOR GOODS

The Company will indemnify the insured in the event of his being legally held liable to pay compensation in respect of

- a) Bodily injury or death of passenger and
- b) Loss or damage to goods or other property of passengers occurring while the passengers are mounting into, dismounting from or travelling in such rickshaw(s) described in the schedule

Provided that the liability of the Company under this Section shall not exceed the amount specified in the schedule as the limit of indemnity for Section III.

EXCLUSIONS:

The Company shall not be liable in respect of

- a) Bodily injury or death of member or members of the family of the insured or the person driving the rickshaw or persons in the employ of the insured
- b) Loss of damage to any goods belonging to the insured or members of his family or the person driving the rickshaw.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS:

The company shall not be liable in respect of :

- 1) An accident injury, loss, damage or liability caused sustained or incurred while any cycle rickshaw in respect of which indemnity is provided under this policy is
 - a) Being used for racing, pace making, speed testing.
 - b) For carrying more than two passengers.
- 2) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3) Consequential loss arising in any way whatsoever,
- 4) Any consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion or earthquake.
- 5)
 - a) any accident or any loss or destruction of or damage whatsoever or any loss or expenses whatsoever resulting of arising therefrom 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 of radio activity from any nuclear fuel or from 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 weapons or material.
- 6) Any accident, loss damage and/or liability arising out of any event happening whilst the insured or any person driving the cycle rickshaw with the general knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

CONDITIONS:

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or this schedule shall bear the same meaning whatever it may appear.

1. Notice shall be given in written to the company immediately upon the occurrence of any accident or loss or damage and in the even tof any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter, claim writ summons and / or process shall be forwarded to the Company immediately on receipt to the insured. Notice shall be given in writing to the Company immediately, the insured shall have knowledge of any pending 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 ffender.
2. No admission offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim and to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise shall have full discretion in the conduct of any proceedings or in the settlement of any claim and in the insured shall give all such information and assistance as the Company may require.



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3. The company may at its own option repair, reinstate, or replace the cycle rickshaw or part thereof and or its accessories or pay in cash the amount of the loss or damage and 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 cycle rickshaw(including accessories thereon) as specified in the schedule or the value of the cycle rickshaw (including accessories thereon) at the time of the loss or damage whichever is 'the' less.
4. The insured shall take all reasonable steps to safeguard the cycle rickshaw from loss or damage and to maintain it in efficient condition and the company shall have at all times, free and full access to examine the cycle rickshaw or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the cycle rickshaw shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the cycle rickshaw be driven before the necessary repairs are effected any extension of the damage or any further damage to the cycle rickshaw shall be entirely at the insured's own risk.
5. If at the time any claim arises, under this policy there is any other existing insurance covering the same loss damage or liability, the company shall not be liable to pay or contribute more than the rateable proportion of any loss damage, compensation costs or expenses.
6. 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 and the truth of these statements and answer in the said proposal shall be conditions precedent to any liability to the company to make any payments under this policy.

Cancellation Clause: The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.