

THE ORIENTAL INSURANCE COMPANY LIMITED

Name of the Insured	MAHINDRA & MAHINDRA LTD.
Type of Insurance	Group Personal Accident Insurance Policy
Period	One year from the date of purchase of the vehicle under the TOP Gear scheme of MAHINDRA & MAHINDRA LTD. The policy will be renewed for further two years by M &
Insured Persons	Owner or Spouse with a valid permanent driving license driving the MAHINDRA & MAHINDRA VEHICLE covered
Condition Precedent	Owner or Spouse should have been driving the Insured Vehicle at the time of the accident
Operative Time of Policy	Only when the Vehicle Is being driven by Registered Owner or his legal spouse
Geographical Scope	India only
Limits Accidental Death	Rs. 25,00,000

The Insurance will cease immediately on Transfer of the vehicle(PERSONAL ACCIDENT INSURANCE POLICY) The Policy offers Personal Accident cover (Death) as specified under the Schedule of Insurance of the Policy of Oriental General Insurance company under Group Personal Accident Section 1 Table 1 (Death Cover).

OICL to issue a NAMED GPA policy to cover the Owner or Spouse of all the M& M vehicles which comes under the TOP Gear programme of Mahindra & Mahindra and are the personal vehicles sold as brand new every month beginning 15th January 2016. Policy to cover Owner or Legal Wedded Spouse who so ever at the time of wheel while driving and not when standby for any reason therein like (changing the wheel, standing near the door or any such activity apart from driving). No other person apart from Owner or Spouse will be eligible for claim under the Policy.

Whereas the Insured named in the Schedule herein has made or caused to be made to THE ORIENTAL INSURANCE CO. LTD., (hereinafter called " The Company") a written proposal dated as stated in the Schedule hereto (warranting the truth of the statements contained

therein) which is the basis of this Contract and is deemed to be incorporated herein and has paid to the company the premium herein stated for the Insurance hereinafter specified for the period stated in the Schedule or any further period for which the Company may accept payment for renewal of this Policy.

The Policy offers Personal Accident cover (Death) as specified under the Schedule of Insurance of the Policy.

SECTION 1 :

COVERAGE UNDER PERSONAL ACCIDENT

If at any time during the currency for the Policy, the Insured person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means whilst driving the vehicle covered, then the company shall pay to the legal personal representative of the Insured person, then the Company shall pay to the Insured person or his legal personal representative(s) as the case may be, the Sum hereinafter set forth that is to say :

- If such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death of the Insured person, the Sum Insured as specified in the Schedule of Insurance, shall be paid to the assignee / Legal Heir of the Insured person.

CARRIAGE OF DEAD BODY & FUNERAL CHARGES

Expenses incurred in the carriage of dead body of the Insured to his place, residence and funeral charges (death due to accident and the claim otherwise being admissible under the PA section) shall be reimbursed, subject to maximum of Rs. 2500/-.

EXCLUSIONS APPLICABLE UNDER THE POLICY

The Company shall not be liable for :

- War Risk : Bodily injury as a consequence directly or indirectly or war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurps power, confiscation, nationalisation, civil commotion or loot or pillage in connection herewith.
- Confiscation : Any bodily injury to the Insured person due to confiscation, requisition or destruction or order of any government, public or local authority.
- Nuclear Risk : Any bodily injury to the Insured person, consequential loss, legal liability, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

OTHER EXCLUSIONS :

Payment of the compensation in respect of Death will be denied as a direct consequence of :

- Committing or attempting suicide, intentional self – injury or due to the common fight or racing or participating in any such kind of event.
- Under the influence of intoxicating liquor or drugs
- Whilst engaging in aviation or whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- Death resulting from pregnancy or childbirth.
- Death resulting from venereal disease or insanity,
- Contracting any illness, directly or indirectly arising from or attributable to HIV and / or any HIV related illness including AIDS and / or any mutant derivative or variation of HIV or AIDS.
- Committing any breach of law of the land with criminal intent.
- Learning of the vehicle to obtain Driving license or accompanying as a passenger in other car or not driving in the registered vehicle of own
- In case of Owner and Spouse driving and if both expired in the accident only one person who was driving the vehicle will be entitled for claim.

GENERAL CONDITIONS

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the address of the Policy issuing office of the Company. In the event of a claim arising out of an accident involving any other person or property not relating / belonging to the Insured, a complaint to the nearest police station to be lodged forthwith, unless it is not practicable to do so on account of reason beyond the control of the Insured, in which case a report to the police station to be sent as soon as possible and in any case, within reasonable time, stating the circumstances of the occurrence including the circumstances if any for not taking immediate action to report the said accident to the police.
2. Insured / Insured persons shall take all reasonable precautions for safety and soundness to prevent aggravation of injury in order to minimise claims under the Policy.
3. Insured / Insured persons must inform the Company, as soon as reasonably possible, of any material change in the information provided to the Company for example, change of address, etc.
4. The Company shall not be liable to make any payment in respect of any claim, if such a claim be in manner fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his / her behalf.
5. Should any difference arise as to any amount payable to the Insured (liability being otherwise admitted) such difference shall independently of all other questions will be referred to the decision of Arbitrator(s) to be appointed in India in accordance with appropriate Statutory provisions in force in India at the time of reference.

6. If Oriental Insurance Company Ltd. Shall disclaim liability under any claim and such claim shall not have been made subject matter of suit in a Court of law within 12 months from the date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
7. The Oriental Insurance Company Ltd. Shall not be liable for any interest on any Sum paid / payable under this Policy.
8. The parties to this Insurance Policy expressly agree that the disputes under the Policy shall be subject to Indian courts of competent jurisdiction and that the laws of The Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

REQUEST FOR CLAIM PAYMENT

As per the guidelines issued by the Finance Ministry of Central Government payments are made via cheque in case the claimants account is in a bank which is not having RTGS/ NEFT.

Cheque payments for RTGS will be done in the following format with the details mentioned below:

1. Name of the Account Holder (Claimant)
2. Account Number
3. Name of the Bank & Branch
4. IFSC Code / MICR Code
5. RTGS / NEFT Code Bank
6. Contact Number & Signature
7. One cancelled cheque copy (in case of the claim admissible and payable by OICL)

CLAIM PROCEDURE AND REQUIREMENTS

Regd Office : The Oriental Insurance Company Ltd., Oriental House, PM No. 7037, A-25/27, Asaf Ali Road, New Delhi – 110 002.

1. Upon happening of any event which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company's Policy issuing office immediately. However, reasonable cause to be furnished in the event of the representative of Insured person for not notifying the accident immediately. This clarification for delay in notification shall in any case be submitted within 30 days from the date of Death.
2. The Insured person shall obtain and furnish to the Company with all the necessary documents within 30 days of Death, upon which a claim is based and shall also give the Company such additional information and / or assistance as the Company, may require in dealing with the claim.

3. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. The Claim is per chassis one claim irrespective at the time of accident if Owner & Spouse both are travelling together and either of them is on wheel. The claim is per chassis per year subject to the renewal terms of the policy as agreed between M&M and OICL.
4. Final claim along with FIR, Claim Form and list of documents as listed hereunder, should be submitted to the Company's Policy issuing office within 30 days of the death.

Kindly courier all the claim papers to the below mentioned address in the name of :

Suresh K Adhav
Divisional Manager
The Oriental Insurance Co. Ltd
Andheri Divisional Office
D J House 2nd Floor,
Wilson Pen Compound, Old Nagardas
Road Near Subway Andheri (East) –
400069 Mumbai

Kindly send a Xerox copy of the documents to below address:

Kishore Kumar V
Assistant Vice President - Mumbai Region
WAI Insurance Broking Services Pvt. Ltd.
C/o BRICS Securities Limited,
4th Floor, Sadhana House, 570
P.B. Marg, Behind Mahindra Towers
Worli, Mumbai - 400 018.
(D) +91-22-66360064

5. All claims to be processed by The Oriental Insurance Company and all claim payments would be sent to the claimant directly by The Oriental Insurance Company Ltd. Through Regd. Post / Courier or NEFT / RTGS.
6. All the Claims will be paid subject to admissibility as per policy terms and conditions and satisfactory investigation report arranged by Insurer.

NOTE :

- In case of any legal dispute arising from the Insurance contract the aggrieved party is advised to approach The Oriental Insurance Company directly.

- For any dispute with regards to Policy issuance / operation and claims settlement, the aggrieved party or the claimant as the case may be shall not have any recourse to MAHINDRA & MAHINDRA LTD. for redressal of its / his grievance.
- The Certificate of Insurance is proof that the Vehicle is covered under the Personal Accident Insurance for Owner or Spouse of MAHINDRA & MAHINDRA LTD.'s Personal vehicle under TOP Gear program.
- Information in the booklet is a manual replication of terms and conditions of the Master Policy issued to MAHINDRA & MAHINDRA LTD. Though adequate care has been taken to incorporate all terms and conditions, any omission would not increase the liability of The Oriental Insurance Company Ltd. from what is covered under the Policy issued to MAHINDRA & MAHINDRA LTD.

CLAIM DOCUMENTS

- Copy of Invoice / cash memo for the vehicle purchase
- Claim form duly filled in
- Copy of Driving Licence(Owner or Spouse)
- Copy of R. C. Book
- FIR by Police Authority
- Original Death Certificate
- Post Mortem Report
- Police Panchnama
- Legal Heir Proof Documents (Photo ID, Address Proof, Pan Card or Passport Copy) and Relationship Proof.
- Claims documents will be preferably in English or Hindi, in case if it is in Regional language kindly send the attested translation from the notary.

CLAIM DETAILS TO BE FURNISHED IN ADDITION TO COMPLETED CLAIM FORM

THE Divisional Manager,

The Oriental Insurance Company Ltd

I hereunder give the details of the accident and the subsequent medical treatment taken at the hospital.

Name of the Insured	MAHINDRA & MAHINDRA LTD.
Name of the Claimant	
Invoice no. for the M&M Vehicle purchased	
Present Residential Address of the Claimant	
State & Pin code number	
Telephone No. / Mobile No. of the Claimant / Legal Heir	
Vehicle Type & Vehicle Number	

Engine No. & Chassis Number	
Details of Insurance and Date of Issue	
Brief Details of the Accident	Date :
	Place:
	Details of Occurrence (Please attach separate sheet)
Details of Death	(Please attach separate sheet)
Name and Address of M & M Dealer and / or Associates	

I further confirm and declare that the information furnished above are true to the best of my knowledge and if at any stage it is found that any of the information furnished by me above is incorrect, the claim preferred above may be forfeited, by the Insurance Company.

Signature of the Claimant

Date:

Place :

In case of any information, kindly contact Mr. Kishore Kumar V on 022-66360064 from 9.30 to 6 PM except Saturday & Sunday. You can also drop a mail on below:

kishore@waiibs.in

komalmane@waiibs.in

skadhav@orientalinsurance.co.in

deepak.bobade@orientalinsurance.co.in

For filing Insurance claim or any policy –related queries, please mention the Mahindra & Mahindra TOP GEAR program

Insured Code:

AI0000001316