

Digitally signed by Sanchit Maini
DN: cn=Sanchit Maini, o=Max Life Insurance, ou=Appointed Actuary, email=sanchit.maini@maxlif insurance.com, c=IN
Date: 2013.11.14 16:19:48 +05'30'

MAX LIFE INSURANCE COMPANY LIMITED

Regd. Office: Max House, 1 Dr. Jha Marg, Okhla, New Delhi - 110 020

MAX LIFE COMPREHENSIVE ACCIDENT BENEFIT RIDER

A Non Linked, Non Participating Rider

UIN -104B025V01

1. THE CONTRACT

- 1.1. This rider contract containing these terms and conditions ("**Rider**") forms part of and supplements the policy referred to in the Schedule/ endorsement hereto ("**Base Policy**") issued by Max Life Insurance Company Limited ("**Us**"). The Proposal and other particulars (if any) together with the Rider Premium deposit, declarations and written instructions received from You, subject to Our acceptance of the same, forms the basis of this Rider.
- 1.2. We agree to provide to You, the benefits under this Rider, while this Rider and the Base Policy are in force.
- 1.3. In addition to these terms and conditions, this Rider shall also be governed by the terms and conditions of the Base Policy and any other rider attached to the Base Policy.
- 1.4. If there is any inconsistency between the provisions of the Base Policy and this Rider, the provisions of this Rider shall prevail with respect to the matters dealt with in this Rider.
- 1.5. The Age of the Life Insured on the Effective Date of the Rider should be between 18 (Eighteen) years and 60 (Sixty) years (both inclusive).

- iv. "**Death by an Accident**" means death of the Life Insured directly caused by an Injury resulting from an Accident, as revealed by an autopsy, within 180 (One Hundred Eighty) days from the date of such an Accident but before the Rider Expiry Date, occurring independently of any physical or mental Illness or any other causes;
- v. "**Dismemberment**" means an Injury caused to the Life Insured due to an Accident occurring independently of any other causes, which within 180 (One Hundred Eighty) days from the date of such an Accident results in any one or more of the following impairments:
 - a. irrecoverable loss of entire sight in both eyes; or
 - b. amputation or loss of use, of both hands at or above the wrists; or
 - c. amputation or loss of use, of both feet at or above the ankles; or
 - d. amputation or loss of use, of one hand at or above the wrist and one foot at or above the ankle.
- vi. "**Effective Date of the Rider**" means the date, as specified in the Schedule/endorsement, on which the coverage under this Rider commences;

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

The words and phrases listed below shall have the meanings attributed to them, wherever they appear in this Rider, unless the context otherwise requires:

- i. "**Accident**" means a sudden, unforeseen and involuntary event caused by external, visible and violent means;
- ii. "**Age**" means the age of the Life Insured as at last birthday;
- iii. "**Company**", "**We**", "**Us**", "**Our**" means Max Life Insurance Company Limited;
- vii. "**Illness**" means a sickness or disease or pathological condition leading to the impairment of normal physiological function, which manifests itself during the Rider Term and requires medical treatment;
- viii. "**Injury**" means an accidental physical bodily harm excluding Illness or disease solely and directly caused by an external, violent and visible and evident means which is verified and certified by a Medical Practitioner;
- ix. "**Life Insured**" means the person named in the Schedule, on whose life the Base Policy and this Rider has been taken;

- x. **"Medical Practitioner"** shall mean a person who holds a valid registration from the Medical Council of any State or Medical Council of India or any other such body or Council for Indian Medicine or for homeopathy set up by the Government of India or State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license, provided such Medical Practitioner is not the Life Insured covered under this Rider or the Policyholder or is not a close family member, relative (by blood), spouse of the Life Insured and/or the Policyholder or a Medical Practitioner employed by the Policyholder/ Life Insured;
- xi. **"Rider Expiry Date"** means the date as specified in the Schedule/ endorsement, on which the Rider Term expires and this Rider terminates;
- xii. **"Rider Premium"** means the amount payable to Us by You on the due dates and in the manner, as specified in the Schedule/ endorsement to secure the benefits payable under this Rider;
- xiii. **"Rider Sum Assured"** means the amount as specified in the Schedule/ endorsement, which is payable on the Death by an Accident or Dismemberment of the Life Insured by Us;
- xiv. **"Rider Term"** means the term of this Rider as selected by You at the time of the submission of the Proposal and as specified in the Schedule/ endorsement provided the minimum term is 10 (Ten) years and maximum term is 35 (Thirty Five) years; and
- xv. **"You", "Your", "Proposer", "Policyholder"** means the person named in the Schedule/ endorsement, who has taken this Rider from Us, provided such a person is also the policyholder under the Base Policy.

2.2. Interpretations

- i. References to the masculine or the singular will include references to the feminine and the plural, and vice versa.
- ii. References to any statute or statutory enactment shall include re-enactment or amendment to the same.
- iii. Section headings are for ease of reference only and have no interpretive value.
- iv. Reference to days, unless the context otherwise requires, means calendar days only.
- v. Words and expressions used in this Rider and not defined herein, but defined in the Base Policy shall have, where the context so permits, the meaning assigned to them in the Base Policy.

3. BENEFITS

3.1. Benefit payable in case of Death by an Accident

During the Rider Term, upon the Death by an Accident of the Life Insured, We will pay the Rider Sum Assured to a person to whom the benefits under the Base Policy are payable, subject to the condition that the Base Policy and this Rider are in force.

3.2. Dismemberment Benefit

During the Rider Term, if the Life Insured suffers an Accident, which independently of any other causes, results in the Dismemberment of the Life Insured, We will pay the Rider Sum Assured to the Policyholder, subject to the condition that the Base Policy and this Rider are in force.

- 3.3. Once We have paid the Rider Sum Assured, in the event of Death by an Accident or Dismemberment of the Life Insured, the same shall constitute a valid discharge of Our liability under this Rider and this Rider shall automatically terminate.

4. RIDER PREMIUM

- 4.1. You can pay the Rider Premiums in annual or semi-annual or quarterly or monthly payment modes, as specified in the Schedule/ endorsement provided the Rider Premium payment mode under this Rider shall always be same as that of the Base Policy. The Rider Premium may change, if the Rider Premium payment mode is changed by You.
- 4.2. Regular Rider Premiums, as specified in the Schedule/ endorsement are payable under this Rider on the due dates and in the manner, as specified in the Schedule/ endorsement provided the due dates of payment of Rider Premium within the Rider Term are same as that of the Base Policy.
- 4.3. All Rider Premiums are subject to applicable taxes including service tax, government levies and cess, which shall be entirely borne by You and will be paid to Us along with the Rider Premiums. If any imposition (tax or otherwise) is levied on Us by any statutory or administrative body under this Rider, We reserve the right to claim the same from You. Alternatively, We have the right to deduct the same from the benefits payable by Us under this Rider.

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4.4. This Rider can be added or removed from the Base Policy anytime during the Policy Year. If this Rider is added in between 2 (Two) Policy Anniversaries, then for the first Policy Year, You will be required to pay the proportionate Rider Premium for the remaining period of that Policy Year.

5. RIDER TERM

5.1. This Rider will be effective on and from the Effective Date of the Rider and shall remain valid till the Rider Expiry Date.

6. TERMINATION OF THIS RIDER

6.1. Subject to Section 5.1 above, this Rider shall automatically terminate on the happening of any of the following events:

- i. on the Rider Expiry Date or upon the Policy Anniversary immediately following and coinciding with the Life Insured attaining the Age of 75 (Seventy Five) years, whichever is earlier; or
- ii. if the lapsed Base Policy is not revived in accordance with the provisions of the Base Policy or has expired or has become paid-up or surrendered or cancelled or terminated in any manner for whatever reason; or
- iii. on the death of the Life Insured due to any cause; or
- iv. upon payment of the Rider Sum Assured for a valid claim as specified in this Rider or on the date of repudiation of the claim (in case of death of the Life Insured) in accordance with the terms of this Rider; or
- v. upon cancellation/ termination of this Rider by Us on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by You and/or the Life Insured; or
- vi. on the due date of the last unpaid Rider Premium, where We receive Your written request for cancellation of this Rider other than the request for cancellation of the Rider during the free look period.

7. EXCLUSIONS

7.1. Notwithstanding anything to the contrary stated herein, a person to whom the benefits are payable under the Base Policy will not be entitled to any benefits under this Rider, if the Death by an Accident or the Dismemberment of the Life Insured is directly or indirectly, voluntarily or involuntarily, due to or caused, occasioned, accelerated or aggravated by any of the following:

- i. intentional self-inflicted Injury, suicide or attempted suicide by the Life Insured, whether sane or insane at that time; or

- ii. the Life Insured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Medical Practitioner; or

- iii. Injuries resulting from war (declared or undeclared), invasion, civil war, riots, revolution or any warlike operations; or

- iv. participation by the Life Insured in a criminal or unlawful act with criminal intent; or

- v. service in the military/ paramilitary, naval, air forces or police organizations of any country in a state of war (declared or undeclared) or of armed conflict; or

- vi. participation by the Life Insured in any flying activity other than as a bona fide passenger (whether paying or not), in a licensed aircraft provided that the Life Insured does not, at that time, have any duty on board such aircraft; or

- vii. the Life Insured engaging in or taking part in professional sports or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; or bungee-jumping; or

- viii. any radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or Accident arising from such nature.

8. EXERCISE OF BENEFIT UNDER THIS RIDER AND CONDITIONS IN RELATION TO SUCH EXERCISE

8.1. A person claiming benefits under this Rider must notify Us in writing within 90 (Ninety) days from the date of Death by an Accident or Dismemberment of the Life Insured. Failure to do so may invalidate a claim under this Rider. We may at Our discretion condone the delay in notifying a claim, if it is proved by a person claiming benefits under this Rider that the delay was due to a reason beyond control, subject to such conditions as We may prescribe at the time.

8.2. We will require the following documents in case of Death by an Accident of the Life Insured:

- i. claimant's statement in the prescribed form;
- ii. original Policy and Rider document;
- iii. death certificate issued by the local/ municipal authority;



- iv. attending physician's statement;
 - v. employer's certificate;
 - vi. a copy of the first information/ post mortem report along with viscera/ histopathology report (wherever applicable);
 - vii. attested copies of photo-identity proof of the claimant and documents establishing the right of the claimant; and
 - viii. any other documents/information required by us for assessing and approving the claim request. Standardized claim documents can be downloaded from Our website.
- 8.3. We will require the following documents in the case of Dismemberment of the Life Insured:
- i. claimant's statement in the prescribed form;
 - ii. original Policy and this Rider document;
 - iii. attending physician's statement and copies of all the recent treatment/ hospitalization records
 - iv. a copy of the first information report (wherever applicable);
 - v. certificate by a Medical Practitioner confirming Dismemberment of the Life Insured; and
 - vi. any other documents/information required by us for assessing and approving the claim request. Standardized claim documents can be downloaded from Our website.
- 8.4. Subject to satisfaction of the conditions specified in this Rider, including submission of proof satisfactory to Us as to the occurrence of the Death by an Accident or Dismemberment of the Life Insured and on the submission of the documents as specified in Section 8.2 or Section 8.3 above, as the case may be, We will pay the Rider Sum Assured under this Rider.
- 8.5. In the event of any delay on Our part in processing the claim for a reason other than the claim payment which cannot be made due to any reason of a proper identification of the beneficiary in the payment of the due claim amount, then, We shall be liable to pay an interest at a rate which is 2% (Two percent) above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

9. OTHER PROVISIONS

9.1. Assignment

- i. For any assignment, the assignment provisions as specified in the Base Policy shall be applicable.

9.2. Nomination

- i. Please refer to the nomination provisions as specified in the Base Policy wherein You can nominate a person as Your Nominee in accordance with Section 39 of the Insurance Act.

9.3. Grace Period

- i. We will allow a grace period of 15 (Fifteen) days if You have chosen monthly mode for payment of the Rider Premium and 30 (Thirty) days, if You have chosen any other mode, from the due date of the unpaid Rider Premium, for paying the overdue Rider Premium to Us. During the grace period, We will accept the overdue Rider Premium without any interest and the insurance coverage under this Rider will continue.

- ii. During the grace period, if the overdue Rider Premium is not paid and upon the Death by an Accident of the Life Insured, We will pay the Rider Sum Assured after deducting the said overdue Rider Premium from the amount payable under this Rider.

9.4. Lapsation and Revival of this Rider

- i. If the Rider Premium (along with the service tax or any other taxes, cesses or levies, if any) is not received by Us till the end of the grace period, this Rider shall lapse and no benefits shall be payable under this Rider.
- ii. If You revive this Rider in accordance with this Section 9.4, then, the benefits and the rights under this Rider shall be revived.
- iii. A lapsed Rider can be revived, at Our discretion, within 2 (Two) years from the due date of first unpaid Rider Premium:
 - a) On receipt of Your written request to revive the Rider;
 - b) If You produce an evidence of insurability at Your own cost which is acceptable to Us; and
 - c) On payment of all overdue Rider Premiums to Us with late fee and interest at such rates as may be determined by Us.
- iv. The revival of the lapsed Rider shall take effect only after We have approved the same in accordance with Our board approved underwriting policy and communicated Our decision to You in writing. All benefits under this Rider will be restored upon such revival.

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- v. If a lapsed Rider is not revived within the prescribed period allowed for revival, then, this Rider shall terminate and no benefits shall be payable under this Rider.

9.5. Full disclosure and Incontestability

- i. Insurance is a contract of utmost good faith and We rely and trust upon Your representations. This Rider has been underwritten and issued by Us based on the information provided by You in/ with the Proposal. In case of any concealment, non-disclosure or fraud or misrepresentation, We reserve the right to cancel the Rider, subject to such concealment, non-disclosure, fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act.
- ii. We also draw Your attention to Section 45 of the Insurance Act which reads as under:

"No policy of life insurance effected shall after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy-holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."

9.6. Fraud

If You or anyone acting at Your direction or within Your knowledge, or any person under or in respect of this Rider makes or advances any claim knowing it to be false or fraudulent in any way, then, We reserve the right to cancel this Rider, subject to such fraud being established by Us in accordance with Section 45 of the Insurance Act.

9.7. Communication & Notices

- i. Our contact details are mentioned in the Schedule/endorsement. For any updates, please visit Our website www.maxlifeinsurance.com. You should mention the correct Policy number and Rider number for all communications made to Us.

- ii. All notices meant for Us must be in writing and delivered to Our address as mentioned below, or such other address as We may notify from time to time.

Max Life Insurance Company Limited
Plot 90A, Sector 18, Gurgaon, 122015,
Haryana, India.
Tel No: 0124-4219090
Email:service.helpdesk@maxlifeinsurance.com

- iii. All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule or as communicated by You and registered by Us. We will send You the notice through post, courier, hand delivery, fax or e-mail/electronic mode or hand delivery or by any other means as determined by Us. If You change Your address, or if the address of the Life Insured or the Nominee changes, You must notify Us immediately and should ensure that the updated information has reached Us.

