

**MAX LIFE INSURANCE COMPANY LIMITED**

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

**MAX LIFE GROUP ACCIDENTAL DEATH BENEFIT PREMIER RIDER**

A Non-Participating Non Linked Group Rider Plan

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**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 including the Proposal Form and other particulars (if any) together with the Rider Premium deposit, declarations and written instructions received from the Master Policyholder and/ or the Members, subject to Our acceptance of the same, forms the basis of this Rider.

1.2. We agree to provide the Accidental Death Benefit under this Rider, provided this Rider and the Base Policy have not been discontinued or terminated.

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 riders attached to the Base Policy. In the case of a Non Employer-Employee Group covered under the Base Policy and this Rider, the important terms and conditions of the Base Policy and this Rider are specified in the Certificate of Insurance issued to the Member.

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 Member on the Rider Entry Date should be between 18 (Eighteen) years and 65 (Sixty Five) years (both inclusive).

1.6. The maximum Age of the Member to be eligible for the Accidental Death Benefit under this Rider is 66 (Sixty Six) years.

**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. "Accidental Death" means death of the Member directly caused by Bodily Injury resulting from an Accident, within 180 (One Hundred Eighty) days from the date of such an Accident but before the Expiry Date of Rider, occurring independently of any other causes;
- iii. "Accidental Death Benefit" means the Rider Sum Assured payable by Us on the happening of the Accidental Death of the Member;
- iv. "Annual Date of Renewal of Rider" means the date on which this Rider is due for renewal, as specified in the Schedule and the Certificate of Insurance (only in the case of a Non Employer-Employee Group);
- v. "Bodily Injury" means accidental physical bodily harm excluding illness solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner;
- vi. "Company", "We", "Us", "Our" means Max Life Insurance Company Limited;
- vii. "Effective Date of Rider" means the date, as specified in the Schedule and in the Certificate of Insurance (only in the case of a Non Employer-Employee Group), on which the coverage under this Rider commences;
- viii. "Expiry Date of Rider" means the date as specified in the Schedule and the Certificate of Insurance (only in the case of a Non Employer-Employee Group) on which the coverage under this Rider expires and this Rider terminates;
- ix. "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;

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- x. "Medical Advise" means any consultation or advise from a Medical Practitioner including the issue of any prescription or repeat prescription;
- xi. "Medical Practitioner" shall mean a person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or by a 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 Member covered under this Rider or is not a close family member of the Member covered under this Rider;
- xii. "Rider Entry Date" means:
  - a. in relation to the existing Eligible Members, the Effective Date of Rider; and
  - b. in relation to new Members admitted to this Rider after the Effective Date of Rider ("New Members"), the date on which they become eligible and their names are entered in the Register of Members, provided:
    - (i) the said date is intimated to Us in writing by the Master Policyholder within 30 (Thirty) days;
    - (ii) We have received the Rider Premium; and
    - (iii) We have agreed to add the New Member based on Our underwriting decision.
- xiii. "Rider Period of Coverage" means the period from the respective Rider Entry Date, during which the insurance coverage on the life of a Member continues under this Rider;
- xiv. "Rider Premium" means the amount payable to Us by the Master Policyholder and/or the Member, as the case may be, on the due dates, and in the manner, as specified in the Schedule and recorded in the Register of Members by the Master Policyholder and in the Certificate of Insurance (only in the case of a Non Employer-Employee Group), to secure the Accidental Death Benefit payable under this Rider;
- xv. "Rider Sum Assured" means the amount as specified in Schedule and the Certificate of Insurance (only in the case of a Non Employer-Employee Group) and recorded in the Register of Members by the Master Policyholder, which is payable on the Accidental Death of a Member by Us; and
- xvi. "Rider Term" means the term as specified under Section 6.1 subject to a maximum period of 1 (One) year from the Effective Date of Rider, as specified in the Schedule.

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 context otherwise requires, means calender 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. ACCIDENTAL DEATH BENEFIT

- 3.1. During the Rider Period of Coverage, upon the Accidental Death of a Member, We shall pay the Rider Sum Assured to any person to whom the benefits are payable under the Base Policy, subject to the Base Policy and this Rider remaining in force.
- 3.2. Payment of the Rider Sum Assured in accordance with Section 3.1 above, shall constitute a valid discharge of Our liability under this Rider in relation to such a Member and upon such payment, the insurance coverage under this Rider for such a Member shall automatically terminate.
- 3.3. We may increase or decrease the Rider Sum Assured with respect to a Member during the Rider Period of Coverage subject to:
  - (i) receipt of a written request from the Master Policyholder/ Member;
  - (ii) receipt of an additional Rider Premium for such increased Rider Sum Assured;
  - (iii) submission of evidence of good health and occupation details to Us;
  - (iv) Our board approved underwriting policy; and
  - (v) compliance with the applicable terms and conditions of this Rider.
- 3.4. At any time during the Rider Term, the Rider Sum Assured will not exceed the Sum Assured under the Base Policy.

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- 3.5. During the Rider Period of Coverage, if the Master Policyholder/ a Member, as the case may be, intends to decrease the Rider Sum Assured, then, such a Member is required to intimate Us directly or through the Master Policyholder, as the case may be, through a written request. On receipt of such a request, We will only refund the Rider Premium received for the decrease in the Rider Sum Assured for the unexpired Rider Period of Coverage to the Master Policyholder/Member, as the case may be.
- 4.5. In the case of an Employer-Employee Group, if any Member ceases to be a Member of such a group after the Effective Date of Rider, then, the Rider Premium received for the unexpired Rider Period of Coverage for such a Member will be refunded by Us and the insurance coverage on the life of such a Member under this Rider shall terminate from the date such a Member ceases to be a member of the said group.

#### 4. RIDER PREMIUM & RENEWAL

- 4.1. The Master Policyholder/Members can pay the Rider Premiums in annual, semi-annual, quarterly or monthly payment modes, in accordance with the Premium payment mode choosen in the Base Policy, as specified in the Schedule and recorded in the Register of Members by the Master Policyholder and the Certificate of Insurance (only in the case of a Non Employer-Employee Group).
- 4.2. All Rider Premiums are subject to applicable taxes including service tax, government levies and cess, which shall be entirely borne by the Master Policyholder and/or the Member, as the case may be and will be paid 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 the Master Policyholder and/or the Members. Alternatively, We have the right to deduct the amount from the Rider Premiums paid or payable by the Master Policyholder/Members or from the Accidental Death Benefit payable by Us under this Rider.
- 4.3. In the case of a Non Employer-Employee Group covered under the Base Policy and this Rider and if the Base Policy is terminated by the Master Policyholder during the Policy Term, then, the insurance coverage on the life of the Members who are covered under this Rider as on the date of such termination will continue till their respective Expiry Date of Rider, unless, We receive a written request from such existing Members for discontinuance of such insurance coverage under this Rider and the Base Policy. On receipt of such written request from a Member for discontinuance of insurance, We will only refund the proportionate Rider Premium received by Us for the unexpired Rider Period of Coverage.
- 4.4. In the case of an Employer-Employee Group covered under the Base Policy and this Rider, on termination of the Base Policy and this Rider, by either of the parties, the Rider Premium received by Us for the unexpired Period of Coverage will be refunded to the Master Policyholder or to the Member, as the case may be, by Us and the insurance coverage under this Rider and the Base Policy will cease from the date of termination of the Base Policy and this Rider.
- 4.6. In the case of a Non Employer-Employee Group, if any member ceases to be a Member of such a group after the Effective Date of Rider, then, the insurance coverage on the life of such a Member will continue till their respective Expiry Date of Rider, unless, We receive a written request from such a Member for termination of the insurance coverage under this Rider. On receipt of such a written request from a Member for termination of insurance, We will only refund the proportionate Rider Premium received by Us for the unexpired Rider Period of Coverage.
- 4.7. This Rider will be renewed by Us in accordance with the terms and conditions of this Rider and the renewal terms of the Base Policy and on receipt of the due Rider Premium by Us.

#### 5. RIDER PERIOD OF COVERAGE

- 5.1. This Rider shall run concurrently with the Base Policy, unless terminated in accordance with Section 6 below.

#### 6. TERMINATION

- 6.1. This Rider shall terminate at the Member level and for the entire group at the Master Policyholder level on the Expiry Date of Rider or on the happening of the following events during the Rider Term, as the case may be, whichever is earlier:
- if the lapsed Base Policy is not revived in accordance with the provisions of the Base Policy or has expired or cancelled or terminated in any manner for whatever reason; or
  - on the death of a Member due to any cause; or
  - in relation to a Member, on the Policy Anniversary date on which the Member attains the Age of 66 (Sixty Six) years; or
  - on receipt of the Master Policyholder's written intimation (only in the case of an Employer-Employee Group) or on receipt of a Member's (only in the case of a Non Employer-Employee Group) written intimation on termination of membership of a Member who is insured under the Base Policy. Subject to Sections 4.3, 4.4, 4.5 and

- 4.6, if any Member ceases to be a Member of the group covered under the Base Policy, after the Effective Date of Rider, the Rider Premium received for the unexpired Rider Period of Coverage for such a Member will be refunded by Us, provided We have received a written request from the Master Policyholder or the Member, as the case may be, in relation to such termination; or
- v. upon the Master Policyholder (in the case of an Employer-Employee Group) giving 3 (Three) month's prior written notice to Us for termination of this Rider. Upon termination of this Rider, the Master Policyholder and/or the Member, as the case may be, will be entitled to a refund, on a pro-rata basis, of the Rider Premium paid for the unexpired Rider Period of Coverage; or
- vi. upon Us serving a 3 (Three) months notice of cancellation, in writing to the Master Policyholder due to misrepresentation, fraud, non disclosure or non-cooperation by the Master Policyholder. Upon cancellation by Us of this Rider, the Master Policyholder and/or the Member, as the case may be, will be entitled to a refund, on a pro-rata basis, of the Rider Premium paid for the unexpired Rider Period of Coverage, subject to Section 45 of the Insurance Act, 1938.
- ii. intentional self-inflicted Bodily Injury, suicide or attempted suicide by the Member, whether sane or insane at that time; or
- iii. the Member being under the influence of drugs, alcohol, narcotics or psychotropic substance, unless taken in accordance with the lawful directions and perscription of a Medical Practitioner; or
- iv. the Member's failure to seek or follow the Medical Advice; or
- v. war, invasion, act of foreign enemy, hostilities (whether war be declared or undeclared), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes; or
- vi. participation by the Member in any naval or military or air force operation during peace time; or
- vii. participation by the Member in a criminal or unlawful act with criminal intent; or

**7. CHANGE OF OCCUPATION**

7.1. The Master Policyholder/the Member is required to inform Us of any change in the occupation, profession, or hobbies of the Members, occurring during the Rider Term within 30 (Thirty) days from the date of such change, in the format as specified in Annexure I to this Rider. Based on the information provided by the Master Policyholder/ the Member and subject to our underwriting decision, if We are of the view that the change in the occupation, profession, or hobbies of the Members represent a sub-standard risk or poses a higher risk to Us, then, we reserve the right to charge extra Rider Premium or to terminate this Rider. Upon termination of this Rider, We will refund the Rider Premium received by Us for the unexpired Rider Period of Coverage. If the Master Policyholder/the Member fails to provide Us with the written notice of such change, then, We may decline the Accidental Death Benefit in case of Accidental Death of the Member, if such death occurs due to the changed occupation, profession or hobbies, subject to Section 45 of the Insurance Act.

**8. EXCLUSIONS**

8.1. Benefits under this Rider will be payable in accordance with Section 3 of this Rider, except if the Accidental Death of the Member is caused directly or indirectly, voluntarily or involuntarily by any of the following:

- i. natural death of the Member; or

- viii. participation by the Member in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable; or
  - ix. any Bodily Injury incurred by the Member before the Effective Date of Rider; or
  - x. the Member 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; bungee-jumping; sky diving; or
- nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or Accident arising from such nature.

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

9.1. **Exercise of Benefit under this Rider**

- i. Any person claiming benefit under this Rider must notify Us in writing within 30 (Thirty) days from the date of Accidental Death of such a Member. Upon receipt of satisfactory proof of the Member's Accidental Death from such a person by Us, We shall process the claim request under this Rider. Failure to do so may invalidate a claim under this

Rider. We may at Our sole discretion condone the delay in notifying a claim, if it is proved by the Master Policyholder or any person to whom the benefits are payable under the Base Policy that the delay was due to a reason beyond control, subject to such conditions as We may prescribe at the time.

- ii. Subject to satisfaction of the conditions specified in this Rider, including submission of proof satisfactory to Us as to the occurrence of the Accidental Death of the Member and on submission of the documents as required to be submitted to Us in the event of the death of the Member under the Base Policy, We will provide the Accidental Death Benefit under this Rider.

## 10. GENERAL PROVISIONS

### 10.1. Assignment

No assignment is permitted under this Rider.

### 10.2. Nomination

For nominating any person, who is authorized to receive the Accidental Death Benefit under this Rider, please refer to the nomination provisions as specified in the Base Policy.

### 10.3. Lapsation and Reinstatement of this Rider

- i. If the Rider Premium is not paid on the due dates within the Policy Term, then, the Accidental Death Benefit payable under this Rider shall lapse in accordance with the terms and conditions of the Base Policy.
- ii. At any time after this Rider has lapsed, the Master Policyholder may request for revival or reinstatement of this Rider. Upon such request, We may at Our discretion reinstate this Rider, subject to the reinstatement terms and conditions as specified under the Base Policy.

### 10.4. Free Look Period

The Master Policyholder has a period of 15 (Fifteen) days or 30 (Thirty) days, if the Base Policy alongwith this Rider has been acquired through distance marketing (i.e. by any means of communication other than in person) from the date of receipt of the Base Policy alongwith this Rider to review the terms and conditions of this Rider. If the Master Policyholder disagrees to any of the terms or conditions of this Rider, the Master Policyholder has an option to return the original Base Policy alongwith this Rider to Us by stating the objections/reasons for such disagreement. Upon return of the Base Policy alongwith this Rider by the Master Policyholder, this Rider shall terminate forthwith and all rights, benefits and interests under this Rider shall cease immediately. We will only refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) received by Us, after deducting the proportionate

risk Rider Premium for the period of insurance coverage, charges of stamp duty paid and the expenses incurred on medical examination of the Members, if any.

The Member has a period of 15 (Fifteen) days or 30 (Thirty) days, if the Certificate of Insurance has been acquired through distance marketing (i.e. by any means of communication other than in person) from the date of receipt of the same to review the terms and conditions of this Rider. If the Member disagrees to any of the terms or conditions of the Certificate of Insurance, the Member has an option to return the original Certificate of Insurance to Us through the Master Policyholder by stating the objections/reasons for such disagreement. Upon receipt of the Certificate of Insurance by Us, this Rider shall terminate forthwith and all rights, benefits and interests under this Rider shall cease immediately. We will only refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) received by Us, after deducting the proportionate risk Rider Premium for the period of insurance coverage, charges of stamp duty paid and the expenses incurred on medical examination of the Members, if any.

If the Master Policyholder/ the Member intends to continue the Base Policy without this Rider, then, the Master Policyholder/Member should specify the same in writing while returning the Base Policy alongwith this Rider/Certificate of Insurance. Accordingly, We will send to the Master Policyholder/ Member a new Base Policy/ Certificate of Insurance, as the case may be, wherein the terms of the Base Policy will only be provided.

### 10.5. Declaration of Correct Age

- i. Declaration of the correct Age of the Member is important for Our underwriting process, before issuance of this Rider and/or Certificate of Insurance. If the Age declared in the Proposal Form, the Register of Members and/or Member enrollment form is found to be incorrect anytime during the Rider Period of Coverage or at the time of claim, We may at Our discretion:
  - (i) in the case of an Employer-Employee Group, where the Rider Premiums have been paid by the Master Policyholder, cancel this Rider and refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) for the unexpired Rider Period of Coverage after deducting the Accidental Death Benefits that has already been paid, applicable stamp duty and expenses

incurred on the medical examination of the Members, if any; or

- (ii) in any other case where the Rider Premiums have been paid by a Member, cancel the coverage for such a Member under this Rider and refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) for the unexpired Rider Period of Coverage after deducting the applicable stamp duty and expenses incurred on the medical examination of the Members, if any; or
- (iii) adjust the Rider Premium payable by the Master Policyholder/ the Member or the Accidental Death Benefit payable to any other person as specified in the Base Policy, based on the true Age of the Member.

#### 10.6. Full Disclosure and Incontestability

- i. Insurance is a contract of utmost good faith and We rely and trust upon the Master Policyholder's and the Members' representations. This Rider has been underwritten and issued by Us on the Master Policyholder's representation that the Master Policyholder and the Member/s has/ have made and/ or caused to be made full disclosure of all relevant facts and circumstances. We shall not be liable for any action taken in good faith upon any data or document or information or evidence so furnished which shall be or shall prove to have been incorrect or erroneous or inaccurate.
- ii. In case of fraud or misrepresentation by the Master Policyholder, the Rider shall be cancelled immediately by paying the proportionate risk premium in accordance with Section 10.5 i (i) or Section 10.5 i (ii), as the case may be, subject to the fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act, 1938.
- iii. In case of fraud or misrepresentation by the Member, the Certificate of Insurance shall be cancelled immediately by paying the proportionate risk premium in accordance with Section 10.5 i (i) or Section 10.5 i (ii), as the case may be, subject to the fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act, 1938.
- iv. In case any condition herein contained or endorsement made hereto is contravened or if it appears that an untrue or incorrect averment is contained in the Proposal Form, documents or other statements furnished to Us by the Master Policyholder or any Member or that any material information has been withheld, then the Accidental Death Benefit under this Rider in so far as the same relate to a Member shall be void and the relative insurance coverage under this Rider shall cease and be determined by Us. In such a case, We will refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) in

accordance with Section 10.5 i (i) or Section 10.5 i (ii), as the case maybe, subject to Section 45 of the Insurance Act.

- v. We also draw the Master Policyholder's 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."*

#### 10.7. Fraud

- i. If the Master Policyholder or anyone acting at the Master Policyholder's direction or with the Master Policyholder's 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 this Rider shall be void. In such a case, We will refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) in accordance with Section 10.5 i (i) or Section 10.5 i (ii), as the case maybe, subject to Section 45 of the Insurance Act.
- ii. If the Member(s) or anyone acting at the Member's direction or with the Member's 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 this Rider shall be void. In such a case, We will refund the Rider Premium (inclusive of extra Rider Premiums and excluding taxes, if any) in accordance with Section 10.5 i (i) or Section 10.5 i (ii), as the case maybe, subject to Section 45 of the Insurance Act.

#### 10.8. Communication & Notices

- i. Our contact details are mentioned in the Schedule and the Certificate of Insurance. For any updates, please visit Our website [www.maxlifeinsurance.com](http://www.maxlifeinsurance.com). The Master Policyholder and/or the Member, as the case may be, should mention the correct Policy number for all communication 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](mailto:service.helpdesk@maxlifeinsurance.com)

- iii. All notices meant for the Master Policyholder/ Member will be in writing and will be sent by Us to the Master Policyholder's/ Member's address as shown in the Schedule/ Certificate of Insurance or as intimated to Us from time to time by post, fax or e-mail/electronic mode or hand delivery or courier. If the Master Policyholder/ Member change address, or if the address of the Nominee changes, the Master Policyholder/ Member/ Nominee must notify Us immediately and should ensure that the updated information has reached Us.

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**ANNEXURE I**

**Form for Intimation of Change of Occupation/ Profession/ Hobby**

Name of Master Policyholder					
Policy Number					
S.No	Name of the Member	Certificate of Insurance Number	Current occupation/ profession/ hobby	New occupation/ profession/ hobby	Date of commencement of new occupation/ profession/ hobby

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*Prakash*

*Jay*

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