MAX NEW YORK LIFE INSURANCE COMPANY LIMITED Regd. Office: Max House, 1 Dr. Jha Marg, Okhla, New Delhi - 110 020

PERSONAL ACCIDENT BENEFIT RIDER

1. THE CONTRACT

- 1.1 This Rider Contract ("Rider") forms part of and supplements the Base Policy referred to in the Schedule/ Endorsement (the "Base Policy"). The Proposal and other particulars (if any) together with the premium deposit and declarations, received from the Proposer, form the basis of this Rider. In addition to the terms and conditions of this Rider, this Rider is also subject to the terms and conditions of the Base Policy. In the event of any inconsistency between the terms and conditions of the Base Policy and this Rider, the provisions of this Rider shall prevail with respect to the matters dealt with in this Rider.
- 1.2 The Company agrees to provide the benefits under this Rider while this Rider is in force.

2. BENEFITS

- **2.1** Accident Death Benefit If, while the Base Policy is in force, Death by Accident of the Life Insured occurs, the Company shall pay the benefits specified in the Schedule/ Endorsement.
- 2.2 Total and Permanent Disability Benefit If, while the Base Policy is in force, the Life Insured is involved in an accident which results in Total and Permanent Disability within 180 days from date of the accident, a sum equal to 20% of benefits as specified in the Schedule/ Endorsement will be paid every year, for 5 (five) years. Additionally, all Premium(s) on the Base Policy, falling due after the date of such disability, payable on the Sum Insured of up to Rupees Five lakhs will be waived. If the Life Insured dies or the Base Policy matures within the 5 (five) year period, the outstanding instalments will be paid as a lump sum payment.
- 2.3 The benefits under this Rider are in addition to the benefits available under the Base Policy.

3. PERIOD OF COVERAGE

The Rider will remain effective from the Effective Date of this Rider and shall remain valid for the period stated in the Schedule/ Endorsement unless terminated in accordance with Section 8 (eight) below.

4. **DEFINITIONS**

4.1 Death by Accident means:

- (a) death is caused by violent, accidental, external and visible means as revealed by an autopsy provided such death was caused directly by such accident, and independently of any physical or mental illness within 180 days of the date of accident; and
- (b) death occurs during the period of coverage as stated in Section 3 above.

4.2 Total and Permanent Disability

means accidental injuries which, within 180 days from the happening of such accident and independently of all other causes, results in:

- (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,

such that the Life Insured becomes incapable of engaging in any gainful activity or carrying out any work, occupation, or profession to earn or obtain any wages, compensation, remuneration or profit.

5. EXCLUSIONS

Notwithstanding anything to the contrary stated herein, no Benefits under this Rider will be payable if Death by Accident or Total and Permanent Disability occurs from, or is caused by, either directly or indirectly, voluntarily or involuntarily, one of the following:

- 5.1. suicide or attempted suicide or intentional self-inflicted injury, by the Life Insured, whether sane or not at the time;
- 5.2. Life Insured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner;
- 5.3. war (declared or undeclared), invasion, civil war, riots, revolution or any warlike operations;
- 5.4. participation by the Life Insured in a criminal or unlawful act;
- 5.5 service in the military/ para-military, naval, air forces or Police organizations of any country in a state of war (declared or undeclared) or of armed conflict;
- 5.6. participation by the Life Insured in any flying activity other than as a bonafide 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;
- 5.7. engaging in or taking part in professional sport(s) 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; bungy-jumping;

5.8. the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

The above exclusions shall be in addition to the exclusions provided under the Base Policy.

6. CHANGE OF OCCUPATION ETC.

The Policy Holder is required to inform the Company of any change in the occupation, profession, or hobbies of the Life Insured, occurring during the term of this Rider, failing which the Company may decline the Benefits in case the Insured Event arises out of such changed occupation, profession or hobbies. In the event of such a change the Company, in its absolute and sole discretion, reserves the right to take such action as it may deem appropriate.

7. RENEWAL

This Rider is renewable on every Base Policy anniversary (subject to the consent of the Company, and upon the payment of the Premium/s), at such rates and on such terms and conditions as may be determined by the Company at the time of such renewal.

8. TERMINATION

This Rider shall automatically terminate:

- 8.1. if the Base Policy goes into Non-Forfeiture (as defined in the Base Policy), or has expired or lapsed or has been paid-up, surrendered, cancelled or terminated for whatever reason; or
- 8.2. on the death of the Life Insured, for whatever cause; or
- 8.3. on the anniversary of the Base Policy at which the Life Insured is of age sixty (60); or
- 8.4 upon the Policy Holder's written request for cancellation of the Rider;
- 8.5 upon the Company sending a thirty(30) days notice of cancellation, in writing to the Policy Holder. Upon cancellation by the Company, the Policy Holder will be entitled to a refund, on a pro-rata basis, of any Premium(s) paid for the unexpired period of coverage.

Termination of this Rider shall be without prejudice to any rights and liabilities which has or have arisen prior to such termination. Any payment or receipt, of any Premium(s) hereunder subsequent to cancellation/ termination of this Rider shall not create any liability, except that the Company will refund such Premium(s), without interest.

9. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within ninety (90) days from the date of Death by Accident or Total and Permanent Disability of the Life Insured. Failure to do so will invalidate a claim. Admission of any claim will be subject to production of such proof as the Company may reasonably require being given within sixty (60) days from the date of claim.

10. ASSIGNMENT

This Rider or the benefits under this Rider cannot be assigned by the Policy Holder separately from the Base Policy. If the Base Policy is assigned by the Policy Holder, this Rider and the benefits under the Rider shall also be assigned along with the Base Policy.

11. REINSTATEMENT OF THE RIDER

At any time after the Rider has ceased to be valid the Policy Holder may request for reinstatement of the Rider. Upon such request, the Company may at its sole discretion, reinstate the Rider, subject to reinstatement terms as may be in force at the relevant time.