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

SPOUSE 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, 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 the 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. BASIC FEATURES

- 2.1 This Rider is non-participating term insurance on the life of the spouse of the Life Insured.
- 2.2 If the Life Insured predeceases his/ her spouse and this Rider is in force, the spouse may, within 180 (one hundred and eighty) days of the death of the Life Insured, convert the Rider into such insurance contract then offered by the Company for conversion, on such terms and conditions as are applicable from time to time, and in which the net amount of risk does not increase.

3. BENEFITS

- 3.1 On the happening of the Insured Event, the Company shall pay the benefits specified in the Schedule/ Endorsement to the Policy Holder.
- 3.2 On receipt of a valid claim under this Rider, the Base Policy will continue unaffected, subject to its terms and conditions.

≱ 4. PERIOD OF COVERAGE

The Rider will remain effective from the Effective Date and shall remain valid till termination in accordance with Section 8 below.

5. SUICIDE EXCLUSIONS

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Notwithstanding anything to the contrary stated herein, if the insured under this Rider commits suicide, whether sane or not at the time, within one year from the later of:

- a. the Effective Date of Coverage; or
- b. the date of issue of this Rider; or
- c. the date of any reinstatement,

then the coverage under this Rider shall come to an end simultaneously with the occurrence of such event, and the liability of the Company shall be limited to refund of the sum of the Premium(s) received, without interest, less any expenses incurred by the Company.

6. EXCLUSIONS

- Notwithstanding anything to the contrary stated herein, the Company shall not be liable on the death of the insured under this Rider if the death of the insured under this Rider occurs from, or is caused by, either directly or indirectly, voluntarily or involuntarily, one of the following:
 - (i) injuries resulting from riots, civil commotion, rebellion, war (whether war be declared or not); or
 - (ii) the insured under this Rider committing any breach of law; or
 - (iii) the employment of the insured under this Rider in the police or armed forces or military/ para-military service of any country in a state of war (whether war be declared or not) or of armed conflict; or
 - (iv) results from infection with HIV/ AIDS within 5 years from the later of Effective Date of Coverage or date of issue of this Rider.
- 6.2 In addition to the above, this Rider is further subject to the exclusions as provided in the Base Policy.

7. CHANGE OF OCCUPATION ETC.

The Policy Holder is required to inform the Company of any change in the occupation, profession, or hobbies of his/ her insured under this Rider, 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.

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 insured under this Rider, for whatever cause; or
- 8.3. on the anniversary of the Base Policy at which the insured under this Rider attains age sixty (60); or
- 8.4 upon the Policy Holder's written request for cancellation of the Rider.

Termination of this Rider shall be without prejudice to any rights and liabilities which has or have accrued 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.

10. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within ninety (90) days from the date of death of the insured under this Rider. Failure to do so may invalidate a claim. Admission of any claim will be subject to production of such proof as the Company may reasonably require being given within one hundred and eighty (180) days from the date of the death of the insured under this Rider.

11. 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.