

PART A

FORWARDING LETTER (WITH FREE LOOK CLAUSE)

<Name of the Customer>

<Address>

Rider No.: <_____>

Telephone: <_____>

Email ID: <_____>

Dear Mr/Ms. <Name of the Policyholder>,

Thank You for opting **Max Life Group Total and Permanent Disability (Accident) Premier Rider**.

The enclosed Rider documents explain all the features, benefits and terms in a simple manner.

On examination of the Rider, if You notice any mistake or error, please contact Our customer helpdesk or Your agent immediately on the address as mentioned below and return the Rider to Us for rectification.

You have a period of 15 (Fifteen) days (30 (Thirty) days if the Rider has been sourced through distance marketing modes) from the date of receipt of the Rider to review the terms and conditions of the Rider. If You disagree to any of the terms or conditions, You have the option to return the original Rider documents to Us, by stating the objections/reasons for such disagreement. Upon return, this Rider will terminate forthwith and all rights, benefits and interests under the Rider will cease immediately. We will only refund the Rider Premiums received by Us, after deducting the proportionate Rider Premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Member, if any.

We will be delighted to offer You any further assistance or clarification You may require about the Rider. Please feel free to get in touch with Us for any Rider related or claim related services through the below mentioned contact details.

Yours Sincerely,

Max Life Insurance Company Limited

<Name>

CEO & Managing Director

AGENT NAME:

PH.NO.:

ADDRESS:

Max Life Insurance Company Limited

Plot No. 90A, Sector 18, Gurgaon, 122015, Haryana, India

Phone: 4219090 Fax: 4159397 (From Delhi and Other cities: 0124) Customer Helpline: 1800 200 5577

Regd Office: Max House, 3rd Floor, 1 Dr. Jha Marg, Okhla, New Delhi 110 020, India

Visit Us at: www.maxlifeinsurance.com E-mail: service.helpdesk@maxlifeinsurance.com

IRDA Registration No: 104

Corporate Identity Number: U74899DL2000PLC106723

PREAMBLE TO THE RIDER

MAX LIFE INSURANCE COMPANY LIMITED

Regd. Office: Max House, 1, Dr. Jha Marg, Okhla, New Delhi –110020

Max Life Group Total and Permanent Disability (Accident) Premier Rider
A Non Linked Non Participating Group Rider

UIN [104B030V01]

Max Life Insurance Company Limited has entered into this contract of insurance on the basis of the information given in the Proposal Form together with the Rider Premium deposit, statements, reports or other documents and declarations received from or on behalf of the proposer for effecting a life insurance contract on the life of the person named in the Schedule below.

We agree to pay the benefits under the Rider on the happening of the insured event, while the Policy and Rider is in force subject to the terms and conditions stated herein.

Signed by and on behalf of
Max Life Insurance Company Limited

Chairman

SCHEDULE

I. Details of Policy

Same as base Policy with additional details of “Date of Commencement of Risk under Rider” and “Rider Term”

II. Details of Members

| Rider(s) | Number of Members | Free Cover Limit (Only In The Case Of An Employer-Employee Group) (INR) | Total Rider Sum Assured (INR) | Total Annual Rider Premium (INR) A | Extra Rider Premium (INR) B | Service Tax and any other taxes, cesses & levies (INR) C | Applicable Modal Factor D | Total Rider Premium along with Extra Rider Premium and taxes payable as per Premium payment mode selected (INR) G [(A+B+C)XD] (INR) | Due Date when Rider Premium is payable |
|--|-------------------|---|-------------------------------|------------------------------------|-----------------------------|--|---------------------------|---|--|
| Max Life Group Total and Permanent Disability (Accident) Premier Rider | | | | | | | | | |

PART B

DEFINITIONS APPLICABLE TO YOUR RIDER

The words and phrases listed below shall have the meanings attributed to them wherever they appear in this Rider unless the context otherwise requires. The words used here but not defined will derive their meaning from the base Policy.

1. “**Accident**” means a sudden, unforeseen and involuntary event caused by external, violent and visible means;
2. “**Annual Rider Premium**” means an amount payable annually in respect of the Members to secure the benefits under the Rider as specified in the Schedule;
3. “**Bodily Injury**” means Accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is Diagnosed and certified by a Medical Practitioner;
4. “**Claimant**” means Member, Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives or holders of a succession certificates in case Nominee(s) or assignee(s) is/are not alive at the time of claim;
5. “**Date of Commencement of Risk under Rider**” means the date as specified in the Schedule, on which the coverage under this Rider commences;
6. “**Diagnosis**” or “**Diagnosed**” means the definitive diagnosis made by a Medical Practitioner during the Rider Term, based upon radiological, clinical, and histological or laboratory evidence acceptable to Us provided the same is acceptable and concurred by Our appointed Medical Practitioner. In the event of any doubt regarding the appropriateness or correctness of the Diagnosis, We will have the right to call for an examination of the Member and/or the evidence used in arriving at such Diagnosis, by an independent expert selected by Us. The opinion of such an expert as to such Diagnosis shall be binding on both You and Us;
7. “**Extra Rider Premium**” means an additional amount charged by Us, as per Our board approved underwriting policy, which is determined on the basis of disclosures made by You including disclosures in medical examinations, if any, of the Member in relation to this Rider;
8. “**Force Majeure Event**” means an event by which performance of any of Our obligations are prevented or hindered as a consequence of any act of God, State, strike, lock-out, legislation or restriction by any government or other authority or any circumstance beyond Our control;
9. “**Grace Period**” means a period of 15 (Fifteen) days from the due date of the unpaid Rider Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Rider Premium for all half yearly and quarterly Premium payment modes which will be same as base Policy;

10. **“Lapsed Rider”** means a Rider for which the Rider Premium has not been received till the expiry of Grace Period and thereafter;
11. **“Loss of an Arm”** shall mean physical severance of the arm at or above the wrist which:
- i. is caused by Bodily Injury resulting from an Accident;
 - ii. occurs due to the said Bodily Injury solely, directly and independently of any other causes; and
 - iii. occurs within 180 (Hundred and Eighty) days of the occurrence of such Accident but before the expiry of the Rider Term.
12. **“Loss of a Leg”** shall mean physical severance leg at or above the ankle which:
- i. is caused by Bodily Injury resulting from an Accident;
 - ii. occurs due to the said Bodily Injury solely, directly and independently of any other causes; and
 - iii. occurs within 180 (Hundred and Eighty) days of the occurrence of such Accident but before the expiry of the Rider Term.
13. **“Loss of Both Eyes”** shall mean total and irrevocable loss of sight of both eyes which:
- i. is caused by Bodily Injury resulting from an Accident;
 - ii. occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
 - iii. occurs within 180 (Hundred and Eighty) days of the occurrence of such Accident but before the expiry of the Rider Term.
14. **“Medical Practitioner”** means a person who holds a valid registration from the Medical Council of any State of India 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 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 a Member or spouse or lineal relative of or employed by either You or the Member;
15. **“Member”** means the person named in the Schedule, on whose life the Rider is effected;
16. **“Rider”** means this rider contract containing these terms and conditions;
17. **“Rider Premium”** means the amount payable to Us by You and/or the Member, as the case may be, to secure the benefits payable under this Rider and excludes any amounts payable as service tax or any other taxes, cesses or levies;
18. **“Rider Sum Assured”** means an amount as specified in the Schedule, which is payable as per the terms of the Rider;

19. **“Rider Term”** means the term of this Rider as specified in the Schedule;
20. **“Total and Permanent Disability” or “Totally and Permanently Disabled”** means a disability which is caused solely and directly by Bodily Injury, and independent of any other cause, resulting from an Accident within 180 (Hundred and Eighty) days of the occurrence of such Accident but before the expiry of the Rider Term, thereby completely, continuously and permanently preventing the Member from engaging in any work, occupation or profession to earn or obtain any wages, compensation or profit, provided such condition persists for at least 6 (Six) months from the date of such disability. The Bodily Injury should result in:
- i. Loss of both Arms;
 - ii. Loss of both Legs;
 - iii. Loss of an Arm and Leg; or
 - iv. Loss of Both Eyes.
21. **“We”, “Us” or “Our”** means Max Life Insurance Company Limited;
22. **“You” or “Your”** means the master policyholder as named in the Schedule, who is the policyholder under the base Policy.

PART C
RIDER FEATURES, BENEFITS & RIDER PREMIUM PAYMENT CONDITIONS

1. ELIGIBILITY FOR POLICY BENEFITS

- 1.1. The Member must be at least of Age 18 (Eighteen) years on the Date of Commencement of Risk under Rider.
- 1.2. The Member must not be more than Age 65 (Sixty Five) years on the Date of Commencement of Risk under Rider.
- 1.3. The Member must not be more than Age 66 (Sixty Six) years as on the expiry of the Rider Term.
- 1.4. This Rider can be issued to Employer-Employee Group with at least 10 members and Non Employer-Employee Group with at least 50 members. The respective groups should have the above minimum number of members as on the Date of Commencement of Risk under Rider.

2. RIDER BENEFITS

2.1. Total and Permanent Disability Benefit

- 2.1.1. We shall pay the Rider Sum Assured specified in the Schedule to the Member if the Member suffers Total and Permanent Disability (without prejudice to any other cause resulting into Total and Permanent Disability) provided this Rider and the Base Policy are in force. For the avoidance of doubt, the Rider Sum Assured shall be payable after 6 (Six) months from the date of such disability resulting into Total and Permanent Disability even if the Rider Term has expired irrespective of the fact whether the Rider is renewed or not.

2.2. Death Benefit

- 2.2.1. No death benefit is payable under this Rider.

- 2.3. We may increase or decrease the Rider Sum Assured with respect to a Member during the Rider Term subject to:

- 2.3.1. receipt of a written request for the increase/decrease from You/Member;
- 2.3.2. receipt of an additional Rider Premium for such increased Rider Sum Assured (if applicable);
- 2.3.3. submission of evidence of good health and occupation details to Us as per **Annexure I**;
- 2.3.4. Our board approved underwriting policy; and
- 2.3.5. compliance with the applicable terms and conditions of this Rider.

- 2.4. At any time during the Rider Term, the Rider Sum Assured will not be increased if the increased amount exceeds the sum assured payable on death under the base Policy.

2.5. If We decrease the Rider Sum Assured in respect of a Member, We will only refund the proportionate Rider Premium received for the Rider Sum Assured for the unexpired period of the Rider Term, to You or to Member, as the case may be.

3. EXCLUSIONS APPLICABLE TO THIS RIDER

3.1. We will not be liable to make any payment under this Rider if the Total and Permanent Disability of the Member occurs directly or indirectly by any of the following:

- 3.1.1. intentional self-inflicted bodily injury, attempted suicide, whether sane or insane;
- 3.1.2. Member being under the influence of drugs, alcohol, narcotics or psychotropic substances, unless taken in accordance with lawful directions and prescription of a Medical Practitioner;
- 3.1.3. war, invasion, act of foreign enemy, hostilities (declared or un-declared), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riots, civil commotions or strikes;
- 3.1.4. participation by the Member in a criminal or unlawful act with criminal intent;
- 3.1.5. participation by the Member in any flying activity other than as a bona fide fare paying passenger, in a recognized airline or as pilot and cabin crew of a commercial airline, on regular routes and on a scheduled timetable;
- 3.1.6. 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; or
- 3.1.7. 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.

3.2. You shall inform Us of any change in the occupation or profession of the Member(s) as per **Annexure I**, occurring during the Rider Term. Failing to inform us will not result in rejection of claim even if the new occupation is amongst the list of excluded occupations or professions. However, in case of change in the occupation, We reserve the right to charge an amount equal to additional Rider premium payable by You.

3.3. These exclusions are applicable only to this Rider and not to the base Policy.

4. PREMIUM PAYMENT CONDITIONS & RENEWAL

4.1. You may pay the Rider Premiums in annual, semi-annual, quarterly or monthly payment modes, as specified in the Schedule provided that the Rider Premium payment mode under this Rider shall always be same as the Premium payment mode of the base Policy. The Rider Premium may change, if the Rider Premium payment

mode is changed by You.

- 4.2. The Rider Premiums are payable on the due dates and in the manner, as specified in the Schedule provided that the due dates of payment of Rider Premium within the Rider Term will be same as the Premium due dates of the base Policy. You will record the Rider Premium payable in the Register of Members.

5. LAPSATION OF RIDER

- 5.1 If the Rider Premium or the Premium under the base Policy is not received in full by the expiry of the applicable Grace Period which results in the Rider or the base Policy or both lapsing or going into non-forfeiture mode, the Rider will automatically lapse and no benefits will be payable under the Rider on the occurrence of the insured event or otherwise, unless insured event occurs after the Rider is revived.
- 5.2 No benefits will be payable if insured event occurs during the period when the Rider is in lapsed mode even if the Rider is revived later..

6. RIDER PERIOD OF COVERAGE

- 6.1. This Rider shall run concurrently with the base Policy, unless terminated in accordance with Part D below.

PART D
SERVICING CONDITIONS APPLICABLE TO THE RIDER

1. SURRENDER VALUE

- 1.1. No surrender value is payable under this Rider. However, on surrender of the Rider, the Members will be provided an option, to continue coverage under this Rider until the expiry of the Period of Coverage or to exit from the Rider.
- 1.2. In case the Members opt to continue, where:
- 1.2.1 the Premium is borne and paid by You, We will refund an amount equal to the Rider Premium for the unexpired Period of Coverage to You and We will continue the coverage for the unexpired Period of Coverage with respect to the Members provided We have received Rider Premium from them for the unexpired Period of Coverage subject to Our Underwriting Policy; or
- 1.2.2 the Premium is borne by the Members, We will continue the coverage for those Members till the expiry of the Period of Coverage.
- 1.3 In case the Members opt to exit, where:
- 1.3.1 the Premium is borne and paid by You, an amount equal to the Premium for the unexpired Period of Coverage will be refunded to You; or
- 1.3.2 the Premium is borne by the Members, an amount equal to the Premium for the unexpired Period of Coverage will be refunded to those Members.

2. REVIVAL OF THE RIDER

- 2.1. A Lapsed Rider may be revived during the Rider Term, provided that;
- 2.1.1 We receive the written request to revive the Rider;
- 2.1.2 You provide Us, at Your cost, satisfactory evidence of insurability in respect of the Members, which is acceptable to Us; and
- 2.1.3 We receive the overdue Premium(s) with late fee/ interest at such rate as may be determined by Us from time to time.
- 2.2. 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 in writing.
- 2.3. If the Lapsed Rider is not revived within Rider Term, this Rider will terminate without value, on the expiry of the Rider Term.

3. PAYMENT OF RIDER BENEFITS

- 3.1. The benefits under this Rider shall be payable only on submission of satisfactory proof of the Member's

Diagnosis of Total and Permanent Disability to Us. The benefits under this Rider shall be payable to the Member upon Your or Member's written request and submission of the required documents.

- 3.2. Once the benefits under this Rider are paid to the Member, the same shall constitute a valid discharge of Our liability under this Rider.

4. TERM, RENEWAL AND TERMINATION OF RIDER

- 4.1. The Rider shall continue to be in force for a period of 1 (One) year from Date of Commencement of Risk under Rider. The Rider shall be governed by the renewal provisions of the Policy. The Rider Premium rates are not guaranteed and may change at the time of renewal of the Rider.
- 4.2. The insurance coverage of a Member under this Rider shall terminate on the occurrence of the first of the following events during the Rider Term:
- 4.2.1. the Member's death;
 - 4.2.2. payment of Rider Sum Assured;
 - 4.2.3. on Annual Date of Renewal, if the Member's Age is 66 (Sixty Six) years; or
 - 4.2.4. on termination of this Rider for the entire group.
- 4.3. This Rider shall automatically terminate for the entire group at Your level on the happening of the following events whichever occurs first, during the Rider Term:
- 4.3.1. on the date on which We receive free look cancellation request;
 - 4.3.2. if a Lapsed Rider has not been revived during the Rider Term;
 - 4.3.3. on the expiry of the Rider Term;
 - 4.3.4. on the date on which the base Policy is matured, expired, surrendered, cancelled or terminated for any reason; or
 - 4.3.5. on receipt of Your written request for cancellation of this Rider after the completion of the free look period;
- 4.4. On cancellation of the base Policy and/or this Rider, the Rider Premium received by Us for the unexpired period of coverage will be refunded to You or to the Member, as the case may be, 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.
- 4.5. If any Member ceases to be a member of the Employer Employee Group after the Date of Commencement of Risk under Rider, then, the proportionate Rider Premium received for the unexpired Period of Coverage under the Rider 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.

4.6. In a Non-Employer-Employee Group, if a Member exits from the Policy, We will continue the insurance coverage of the Member till the end of the Period of Coverage unless We receive a written request from the Member to terminate the insurance coverage under the Policy. On receipt of a written request, We will refund the proportionate Premium received in respect of that Member for the unexpired Period of Coverage.

PART E
RIDER CHARGES

APPLICABLE FEES/ CHARGES UNDER THE RIDER

This Rider is a non linked non participating group rider, so Part E is not applicable to this Rider.

PART F

GENERAL TERMS & CONDITIONS OF THE RIDER

These general terms and conditions are applicable in addition to the general terms and conditions of the base Policy.

1. TAXES

- 1.1. All Rider Premiums are subject to applicable taxes, cesses, levies including service tax and education cess which will be entirely borne and paid by You and/or the Members, as the case may be, along with the payment of Rider Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under this Rider, We reserve the right to claim the same from You and/or the Members. Alternatively, We have the right to deduct the amount from the benefits payable by Us under this Rider.
- 1.2. Tax benefits and liabilities under the Rider are subject to prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to applicable tax benefits and liabilities.

2. GRACE PERIOD

- 2.1. The Rider Premium is due and payable by the due date specified in the Schedule. If the Rider Premium is not paid by the due date, You may pay the same during the Grace Period without any interest.
- 2.2. During the Grace Period, if the overdue Rider Premium is not received and the Member is Diagnosed with Total and Permanent Disability, then, We will pay the benefit under this Rider subject to payment of overdue Rider Premium(s).

3. CLAIM PROCEDURE

- 3.1. We must be notified in writing in respect of an Accident within 30 (Thirty) days of its occurrence and in respect of a claim for benefits under this Rider preferably within 90 (Ninety) days from the date of Diagnosis of the Total and Permanent Disability of the Member. 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 his control, subject to such conditions as We may prescribe at the time. You should facilitate Member to file a claim as per the procedure and documents prescribed by Us.
- 3.2. For processing a claim request under this Rider, We will require all of the following documents:
 - 3.2.1. Claimant's statement in the form prescribed by Us;
 - 3.2.2. employer's certificate, if applicable;
 - 3.2.3. certificate issued by Medical Practitioner certifying the Total and Permanent Disability;
 - 3.2.4. treatment records of the Member; and

- 3.2.5. any other documents/information required by Us for assessing and approving the claim request.
- 3.3. Claimant can download the claim request documents from Our website www.maxlifeinsurance.com or can obtain the same from any of Our branches and offices.
- 3.4. We reserve the right to scrutinize the documents submitted by the Claimant and/or investigate the cause of Total and Permanent Disability and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We shall only pay the benefits under this Rider subject to Our satisfaction:
- 3.4.1. that the benefits have become payable as per the terms and conditions of this Rider; and
- 3.4.2. of the bonafides and credentials of Claimant.
- 3.5 Subject to Our discretion and satisfaction, in exceptional circumstances such as on happening of a Force Majeure Event, We may decide to waive all or any of the requirements mentioned in this Rider.
- 3.6 In the event of any delay on Our part in processing the claim, for a reason other than non-payment of claim due to any reason of proper identification of the Claimant, then, We shall be liable to pay 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 or such other interest rate as may be prescribed by the IRDAI from time to time

4. DECLARATION OF THE CORRECT AGE AND GENDER

- 4.1. Same as base Policy.

5. FRAUD, MISREPRESENTATION AND FORFEITURE

- 5.1. Same as base Policy.

6. TRAVEL

- 6.1. There are no restrictions on travel.

7. NOMINATION

- 7.1. Same as base Policy.

8. ASSIGNMENT

- 8.1. Same as base Policy.

9. RIDER CURRENCY

- 9.1. Same as base Policy.

10. ELECTRONIC TRANSACTIONS

10.1. Same as base Policy.

11. DUPLICATE RIDER

11.1. Same as base Policy

12. AMENDMENT

12.1. Same as base Policy.

13. REGULATORY AND JUDICIAL INTERVENTION

13.1. Same as base Policy.

14. FORCE MAJEURE

14.1. Same as base Policy.

15. COMMUNICATION & NOTICES

15.1. Same as base Policy.

16. GOVERNING LAW AND JURISDICTION

16.1. Same as base Policy.

PART G

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

Same as base Policy.

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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