

<Name of the Policyholder> <Address> GO. Name: \_\_\_\_\_ Policy No.: <\_\_\_\_\_ > Telephone: <\_\_\_\_\_ > Email ID: <\_\_\_\_\_ > Dear Mr/Ms. <Name of the Customer>,

Thank You for opting **Max Life Waiver of Premium Plus Rider** (A Non-Linked Non-Participating Individual Pure Risk Premium Health Insurance Rider). We request you to go through the enclosed 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 risk premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Policyholder, 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> <DESIGNATION>

# Agent's name/ Intermediary name: Mobile/Landline Telephone Number: Address:

Max Life Insurance Company Limited Plot No. 90C, Sector 18, Gurugram, 122015, Haryana, India Phone: 4219090 Fax: 4159397 (From Delhi and Other cities: 0124) Customer Helpline: 1860 120 5577 Regd Office: 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144533 Visit Us at: www.maxlifeinsurance.com E-mail: service.helpdesk@maxlifeinsurance.com IRDAI Registration No: 104, Corporate Identity Number: U74899PB2000PLC045626





# PREAMBLE TO THE RIDER

# MAX LIFE INSURANCE COMPANY LIMITED

Regd. Office: 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144533

## Max Life Waiver of Premium Plus Rider

A Non-Linked Non-Participating Individual Pure Risk Premium Health Insurance Rider

# UIN [104B029V04]

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 the Rider is in force subject to the terms and conditions stated herein.

Signed by and on behalf of **Max Life Insurance Company Limited** 

Place of Issuance: Gurugram, Haryana





Pol	icv

Policy UIN -

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Rider Name - Max Life Waiver of Premium Plus Rider

Rider UIN - 104B029V04

Type of Policy -

Office -

**Type of Rider** – A Non-Linked Non-Participating Individual Pure Risk Premium Health Insurance Rider

Policy No./ Proposal No.:	Client ID:		
Date of Proposal:			
Policyholder/ Proposer:	Age Admitted: Yes/No		
PAN:	Gender:		
Identification Source & I.D No.:	Tel No./Mobile No.:		
Relationship with Life Insured:	Email:		
Date of Birth:			
Address (For all communication purposes):			
Life Insured:	Age Admitted: Yes/No		
Identification Source & ID No.:	Gender:		
Date of Birth:			
Age:			
Address (For all communication purposes):			
Nominee(s):	Guardian (if Nominee is minor):		
Nomine(s)Relationship of NameDate of Birth ofGenderAge% share			
with Nominee Policyholder			
Date of Commencement of Risk under Rider:	Rider Premium payment mode:		
Date on which Survival Benefit is payable: N/A			
Rider Premium payment method:	Bill Draw Date: Bank Name:		
	Bank Account Number:		
Agent's name/ Intermediary name:	Agent's / Intermediary code:		
Email:	Agent's/ Intermediary License No.:		
Address:	Mobile/Landline Telephone Number:		
Details of Sales Personnel (for direct sales only):			





List of coverage	Maturity Date	Insured Event	Rider Term	Premium Payment Term	Annualised Premium A (INR)	Underwriting Extra Premium B (INR)	GST ** and any other taxes, cesses & levies C (INR)	Modal Factors D	Total Rider Premium along with applicable taxes, cesses & levies payable as per Premium payment mode selected E= [(A+B+C)*D] (INR)	Due Date when Rider Premium is payable/Date when the Last Rider Premium is payable
Rider (s)	Dd/mm/yy	Critical Illness, Dismemberment and Death of Policyholder (in case Life Insured and Policyholder are different)								

\*\*GST includes IGST, SGST, CGST, UGST (whichever is applicable) and applicable cesses





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 terms used in this Rider but not defined will derive their meaning from the Policy.

- 1. "Age" means Your age on last birthday as on the Date of Commencement of Risk under Rider or on the previous Policy Anniversary, as the case may be;
- 2. "Annualised Premium" is the amount specified in the Schedule, and means Rider Premium amount payable in a Policy Year chosen by You, excluding Underwriting Extra Premium, loading for modal premium and applicable taxes, cesses or levies, if any;
- 3. "Claimant" means You, Life Insured, 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;
- 4. "Critical Illness" means Your first time Diagnosis with any of the following illnesses or any of Your following surgeries for the first time, provided You survived for at least 30 (Thirty) days from the date of such Diagnosis or the date of such surgery:

#### 1. Cancer of specified severity:

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This Diagnosis must be supported by histological evidence of malignancy and confirmed by a pathologist. The term Cancer includes leukemia, lymphoma and sarcoma. The following are excluded:

- a) tumours showing the malignant changes of carcinoma in situ and tumours which are histologically described as premalignant or non invasive, including but not limited to carcinoma in situ of breasts, cervical dysplasia CIN-1, CIN -2 and CIN-3;
- b) any skin cancer other than invasive malignant melanoma;
- c) all tumours of the prostate unless histologically classified as having a gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0;
- d) papillary micro carcinoma of the thyroid less than 1 cm in diameter;
- e) chronic lymphocyctic leukaemia less than RAI stage 3; or
- f) microcarcinoma of the bladder.

#### 2. First heart attack - of specified severity

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The Diagnosis for this will be evidenced by all of the following criteria:

- a) a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain);
- b) new characteristic electrocardiogram changes; and
- c) elevation of infarction specific enzymes, troponins or other specific biochemical markers.

The following are excluded:

- a) non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of troponin I or T;
- b) other acute coronary syndromes; or
- c) any type of angina pectoris.

#### 3. Open chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The Diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner.

The following are excluded:

- a) angioplasty and/or any other intra-arterial procedures; or
- b) any key-hole or laser surgery.

#### 4. Open heart replacement or repair of heart valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The Diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

#### 5. Coma of specified severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This Diagnosis must be supported by evidence of all of the following:

- a) no response to external stimuli continuously for at least 96 (Ninety Six) hours;
- b) life support measures are necessary to sustain life; and
- c) permanent neurological deficit which must be assessed at least 30 (Thirty) days after the onset of the coma.

The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is





### 6. Kidney failure requiring regular dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

#### 7. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 (Three) months has to be produced.

The following are excluded:

- a) transient ischemic attacks (TIA);
- b) traumatic injury of the brain; or
- c) vascular disease affecting only the eye or optic nerve or vestibular functions.

### 8. Major organ / bone marrow transplant

The actual undergoing of a transplant of:

- a) one of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ; or
- b) human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.

Other stem-cell transplants or where only islets of langerhans are transplanted, are excluded.

#### 9. Permanent paralysis of limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 (Three) months.

#### 10. Motor neuron disease with permanent symptoms

Motor neurone disease diagnosed by a specialist Medical Practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 (Three) months.

#### 11. Multiple Sclerosis with persistency symptoms

- i) The definite occurrence of multiple sclerosis. The Diagnosis must be supported by all of the following:
  - a) investigations including typical MRI and CSF findings, which unequivocally confirm the Diagnosis to be multiple sclerosis;
  - b) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 (Six) months, and
  - c) well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.
- ii) Neurological damage due to SLE is excluded.
- 5. "Date of Commencement of Risk under Rider" means the date as specified in the Schedule, on which the coverage/risk under this Rider commences;
- 6. "**Diagnosis**" or "**Diagnosed**" means the definitive diagnosis made by a Medical Practitioner, 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 Your examination and/or the evidence used in arriving at such Diagnosis, by a Medical Practitioner selected by Us. The opinion of such an expert as to such Diagnosis shall be binding on both You and Us;
- 7. "Dismemberment" means any of the following impairments suffered by You due to Illness or Injury:
  - i) total and irrecoverable loss of entire sight in both eyes;
  - ii) amputation or loss of use of both hands at or above the wrists;
  - iii) amputation or loss of use of both feet at or above the ankles;
  - iv) amputation or loss of use of one hand at or above the wrist and one foot at or above the ankle,

provided any of the above impairment persists continuously for a period of at least 180 (Hundred and Eighty) days and must, in the opinion of suitable Medical Practitioner appointed by Us, be permanent;

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 Rider Premium payment mode and 30 (Thirty) days from the due date of unpaid Rider Premium for all other Rider Premium payment modes;
- 10. "**Illness**" means a sickness or a disease or a pathological condition suffered by You leading to the impairment of normal physiological function which manifests itself during the Rider Term and requires medical treatment;
- 11. "**Injury**" means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner;
- 12. "IRDAI" means the Insurance Regulatory and Development Authority of India;
- 13. "Lapsed Rider" means a Rider for which the Rider Premium has not been received till expiry of the Grace Period;
- 14. "Life Insured" means the person on whose life the base Policy is effected;
- 15. "Maturity Date" means the date specified in the Schedule, on which the Rider Term expires;
- 16. "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 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 license, provided such Medical Practitioner is not the Life Insured or You or their spouse or lineal relative or a Medical Practitioner employed by You/Life Insured;
- 17. "**Modal Factor**" means the applicable factor specified in the Schedule, which is used by Us for determining the Premium. The Modal Factors for this Rider are as follows: i) for annual Premium payment mode (1.00); ii) for semi-annual Premium payment mode (0.520); iii) for quarterly Premium payment mode (0.265); iv) for monthly Premium payment mode (0.090);
- 18. "Policy" means the Policy to which this Rider is attached and forms part of;
- 19. "**Revival Period**" means a period of 5 (Five) consecutive years from the due date of the first unpaid Rider Premium, during which period You are entitled to revive the Rider which was discontinued due to the non-payment of Rider Premium;
- 20. "Rider" means this rider contract containing these terms and conditions;
- 21. "**Rider Premium**" means an amount specified in the Schedule, payable by You, by the due dates to secure the benefits under the Rider, excluding applicable taxes, cesses and levies, if any;
- 22. "Rider Term" means the term of this Rider as specified in the Schedule;
- 23. "Schedule" means the schedule and any endorsements attached to and forming part of this Policy and Rider and if any updated Schedule to the Rider is issued, then, the Schedule latest in time;
- 24. **"Specified Premiums Due"** means the premiums inclusive of Underwriting Extra Premium and applicable taxes under the base Policy and all other applicable riders in force, which would otherwise have been payable subsequent to the occurrence of Your death or Diagnosis of the Critical Illness or Dismemberment;
- 25. **"Total Premiums Paid"** means the total of all Rider Premium received under the Rider, excluding Underwriting Extra Premium, loading for modal premium and applicable taxes, cesses or levies, if any;
- 26. **"Underwriting Extra Premium"** means an additional amount mentioned in the Schedule and charged by Us, as per Underwriting Policy, which is determined on the basis of disclosures made by You in the Proposal Form or any other information received by Us including medical examination report of the Policyholder;
- 27. "Underwriting Policy" means an underwriting policy approved by Our board of directors;
- 28. "We", "Us" or "Our" means Max Life Insurance Company Limited; and
- 29. "You", "Your" or "Policyholder" means the policyholder of the base Policy, as specified in the Schedule, on whose life the risk under this Rider is covered.





# **RIDER FEATURES, BENEFITS & RIDER PREMIUM PAYMENT CONDITIONS**

# 1. ELIGIBILITY FOR RIDER BENEFITS

- 1.1. This Rider has been written on a single life basis.
- 1.2. The minimum Age of the Policyholder on the Date of Commencement of Risk under Rider should be 18 (Eighteen) years.
- 1.3. Your maximum Age on the Date of Commencement of Risk cannot exceed 65 (Sixty Five) years.
- 1.4. Your maximum Age on the Maturity Date cannot exceed 70 (Seventy) years.
- 1.5. This Rider can be attached with the Policy at any time subject to minimum Rider Term of 5 (five) years as on the Date of Commencement of Risk under Rider which will not be more than 52 (Fifty Two) years.
- 1.6. Under this Rider the maximum waiver of annual premiums (inclusive of Underwriting Extra Premium and applicable taxes), under all the Policy(ies) and all other applicable riders in force issued to You, shall not exceed a sum of Rs 25,00,000/ (Rupees Twenty Five Lakhs Only).

# 2. RIDER BENEFITS

- 2.1. We will waive all the Specified Premiums Due till the earliest of the expiry of the Policy Term or the expiry of the Premium Payment Term under the base Policy or the termination of the base Policy due to happening of any insured event / surrender or the end of the Policy Anniversary on which You attain the age of 70 (Seventy) years on the occurrence of the first of the following events when this Rider and the base Policy are in force:
  - 2.1.1 Your Dismemberment;
  - 2.1.2 You are Diagnosed with a Critical Illness; or
  - 2.1.3 Your death (if You are not the Life Insured under the base Policy).
- 2.2. Once the claim under the Rider is accepted and Specified Premiums Due are waived; then in case of termination of base Policy due to happening of any insured event or surrender (only if surrender value is available under the base Policy), We will pay:
  - 2.2.1. all applicable benefits under the base Policy; and
  - 2.2.2. the present value of the future Premium (including Rider Premium, if any) to be waived, discounted at the rate of 6.5% p.a.

# 3. EXCLUSIONS APPLICABLE TO THIS RIDER

The following exclusions are applicable to the benefits provided under this Rider:

- 3.1. No benefit under this Rider shall be payable if the Critical Illness is Diagnosed within 90 (Ninety) days from the Date of Commencement of Risk under Rider or the date of revival of the Rider ("Waiting Period").
- 3.2. No benefit under this Rider shall be payable if You die within a period of 30 (Thirty) days from Diagnosis of Critical Illness.
- 3.3. No benefit under the Rider shall be payable in case any Critical Illness is Diagnosed or You suffer Dismemberment before the Date of Commencement of Risk under Rider.
- 3.4. We will not be liable to provide any benefits under this Rider if Your Critical Illness or Dismemberment is directly or indirectly, caused, occasioned, accelerated or aggravated directly or indirectly, by any of the following:
  - 3.4.1 suicide or attempted suicide or self-inflicted injury, whether You are medically sane or insane;
  - 3.4.2 committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent;
  - 3.4.3 any congenital condition;
  - 3.4.4 alcohol or solvent abuse or taking of drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a Medical Practitioner;
  - 3.4.5 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot, civil commotion or strikes;
  - 3.4.6 participation by You in any flying activity other than as a bona fide passenger (whether paying or not), pilots and cabin crew in a licensed scheduled aircraft;
  - 3.4.7 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, bungee-jumping; or
  - 3.4.8 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.

#### 4. PREMIUM PAYMENT CONDITIONS, RENEWAL AND CANCELLATION

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 and can only be changed with





the change of Premium payment mode of the base Policy. The amount of Rider Premium will change, if the Rider Premium payment mode is changed by You.

- 4.2. The Rider Premium is guaranteed for a period of first 5 (Five) years of the Rider Term after which the Rider Premium may change with the prior approval of the IRDAI. The Rider shall be governed by the renewal provisions of the base Policy. After issuance of this Rider, if You opt to attach any rider to the base Policy, the Rider Premium payable under this Rider will increase.
- 4.3. Subject to Section 1.5 of Part C, the Rider can be added or removed from the Policy at any time during the Policy Year. On receipt of Your written request for removal or cancellation of this Rider, no Rider Premium will be refunded by Us. If this Rider is added in between 2 (Two) Policy Anniversaries, then for the first applicable Policy Year when the Rider is added, You will be required to pay the proportionate Rider Premium for the remaining period of that Policy Year. The addition of the Rider shall take effect only after We have approved the same in accordance with Our Underwriting Policy and communicated Our decision to You in writing.
- 4.4. You can pay Rider Premiums at any of Our offices or through Our website www.maxlifeinsurance.com or by any other means, as informed by Us. Any Premium paid by You will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.
- 4.5 The Rider Premium payment receipt will be issued in Your name, which will be subject to realization of cheque or any other instrument/medium.

# 5. LAPSATION OF RIDER

5.1 If the Rider Premium or the Premium under the base Policy is not received 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 the Rider is revived.

# 6. RIDER PERIOD OF COVERAGE

6.1 This Rider Term shall be concurrent with the Premium Payment Term of the base Policy, unless terminated in accordance with Part D below.

# 7. SURVIVAL BENEFIT

No survival benefits are payable under this Rider.





# SERVICING CONDITIONS APPLICABLE TO THE RIDER

## 1. SURRENDER VALUE

1.1 No surrender value is payable under this Rider.

# 2. LOANS

2.1 You are not entitled to any loans under this Rider.

# 3. REVIVAL OF THE RIDER

- 3.1 A Lapsed Rider can be revived at Our discretion, within the Revival Period;
  - 3.1.1 on receipt of Your written request to revive the Rider by Us;
  - 3.1.2 if You produce an evidence of insurability (in form of declaration of health condition and/or relevant medical reports) at Your own cost which is acceptable to Us; and
  - 3.1.3 on payment of all overdue Rider Premiums to Us with late fee and/or interest at such rate as may be determined by Us from time to time. Currently the applicable late payment fee is as below:

No. of days between date of Revival and date of lapse of Policy	Revival Late Fee Basis	Currently Applicable Revival Late Fee*	
0-60	Nil	0.00%	
61-180	RBI Bank Rate + 1% p.a. (compounded annually on due Premiums)	8.00%	
>180	RBI Bank Rate + 3% p.a. (compounded annually on due Premiums)	9.90%	

\*Note: The current applicable revival late fee is effective 1<sup>st</sup> July 2019 and is based on RBI Bank rate of 7.0% p.a. prevailing as at 5<sup>th</sup> April 2016. The 'RBI Bank Rate' for the financial year ending 31<sup>st</sup> March (every year) will be considered for determining the revival late fee and the same shall be made effective w.e.f. 01<sup>st</sup> July every year. The revival late fee is revised only if the 'RBI Bank Rate' changes by 1% or more from the 'RBI Bank Rate' used to determine the prevailing revival late fee (reviewed on every 31st March). For further details and the revival late fee applicable as on date, please refer to our website <u>www.maxlifeinsurance.com</u>.

- 3.2 The revival of the Lapsed Rider shall take effect only after We have approved the same in accordance with Our Underwriting Policy and communicated Our decision in writing. The benefits under the Lapsed Rider shall be revived upon such revival without interest. If a Lapsed Rider is not revived within the Revival Period, this Rider shall terminate and no benefits shall be payable on the expiry of the Revival Period.
- 3.3 The Rider cannot be revived beyond the Rider Term.

# 4. PAYMENT OF RIDER BENEFIT

The benefit under this Rider shall be provided only on submission of satisfactory proof of Your death or Diagnosis of the Critical Illness or Your Dismemberment, to Us.

# 5. TERMINATION OF THE RIDER

- 5.1 This Rider shall terminate upon the happening of the first of the following events:
  - 5.1.1 on the date on which We receive a free look cancellation request;
  - 5.1.2 on acceptance of the claim under this Rider;
  - 5.1.3 the date of intimation of repudiation of the claim by Us in accordance with the provisions of this Rider (only in case of Your death);
  - 5.1.4 on the expiry of the Revival Period if a Lapsed Rider is not revived during such period;
  - 5.1.5 on the expiry of the Rider Term;
  - 5.1.6 on the Maturity Date or the date on which the base Policy is surrendered, terminated or cancelled for any reason;
  - 5.1.7 on the expiry of the Premium Payment Term under the base Policy;
  - 5.1.8 on receipt of Your written request for cancellation of this Rider, effective from the next Rider Premium due date;
  - 5.1.9 on cancellation/ termination of this Rider by Us on grounds of misrepresentation, fraud or non-disclosure established in terms of Section 45 of the Insurance Act, 1938 as amended from time to time; or
  - 5.1.10 on the Policy Anniversary when You attained Age of 70 years.





# APPLICABLE FEES/ CHARGES UNDER THIS RIDER

This Rider is a non-linked non-participating individual pure risk premium health insurance rider therefore, Part E is not applicable to this Rider.





# 1. TAXES

- 1.1 All Rider Premiums are subject to applicable taxes, cesses and levies, if any which will entirely be borne by You and will always be paid by You along with the payment of Rider Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Rider, We reserve the right to claim the same from You. Alternatively, We have the right to deduct the amount from the benefits payable by Us under the 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 the tax benefits and liabilities applicable to You.

# 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 penalty or late fee.
- 2.2 The insurance coverage continues during the Grace Period. However, if the overdue Rider Premium is not paid even in the Grace Period and the Life Insured dies, then, We will pay the death benefit after deducting the said overdue Rider Premium.

# 3. CLAIM PROCEDURE

- 3.1. We must be notified in writing in respect of a claim for benefits under this Rider preferably within 90 (Ninety) days from the date of Diagnosis of Your Critical Illness, Your Dismemberment or Your death (if You are not the Life Insured under the base Policy). 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.
- 3.2. The Claimant is required to produce the following in case of Your death (if You are not the Life Insured under the base Policy):
  - 3.2.1. Claimant's statement in the form prescribed by Us;
  - 3.2.2. original Rider document;
  - 3.2.3. death certificate issued by the local/municipal authority;
  - 3.2.4. attending Medical Practitioner's statement; and
- 3.2.5. any other documents/information required by Us for assessing and approving the claim.
- 3.3. You are required to produce the following in case of Dismemberment or Critical Illness:
  - 3.3.1. Claimant's statement in the form prescribed by Us;
  - 3.3.2. original Rider document;
  - 3.3.3. attending Medical Practitioner's statement;
  - 3.3.4. copies of all recent treatment/hospitalization records;
  - 3.3.5. certificate by a Medical Practitioner confirming Your Dismemberment or Critical Illness; and
  - 3.3.6. any other documents/information required by Us for assessing and approving the claim.
- 3.4. Claimant can download the claim request documents from Our website <u>www.maxlifeinsurance.com</u> or can obtain the same from any of Our branches and offices.
- 3.5. We reserve the right to scrutinize the documents submitted by the Claimant and/or investigate the cause of Critical Illness, Dismemberment or death 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:
  - 3.5.1. that the benefits have become payable as per the terms and conditions of this Rider; and
  - 3.5.2. of the bonafides and credentials of the Claimant.
- 3.6. 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
- 3.7 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 from the date of receipt of last necessary document at a rate which is 2% (Two percent) above the bank rate prevalent at the beginning of the financial year in which the claim has fallen due.

# 4. DECLARATION OF THE CORRECT AGE

4.1. Declaration of the correct Age and/ or gender by You, is important for Our underwriting process and calculation of Premiums payable under the Rider. If the Age and/or gender declared in the Proposal Form is found to be incorrect at any time during the Rider Term or at the time of claim, We may revise the Premium with interest and/or applicable benefits payable under the Rider in accordance with the premium and benefits that would have been payable, if the correct Age and/ or gender would have made You eligible to be covered under the Rider on the Date of Commencement of Risk under Rider.

# 5. FRAUD, MIS-STATEMENT AND FORFEITURE

5.1 Fraud, mis-statement and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in





Annexure -(1) for reference]

# 6. SUICIDE EXCLUSION

6.1 Notwithstanding anything stated herein, if You commit suicide, whether minor/major, whether sane or insane, within 12 (Twelve) months from the Date of Commencement of Risk under Rider or from the date of revival of the Rider, as applicable, all risks and benefits under the Rider will cease and no benefits will be payable. In such an event, We will only refund, to the Claimant, the sum of Total Premiums Paid, Underwriting Extra Premiums and loadings for modal premiums paid, if any.

## 7. TRAVEL AND OCCUPATION

7.1 There are no restrictions on travel or occupation under this Rider.

## 8. NOMINATION

8.1 Nomination is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (2) for reference]

#### 9. ASSIGNMENT

9.1 Assignment is allowed as per Section 38 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (3) for reference]

# **10. RIDER CURRENCY**

10.1.As per base Policy.

## 11. ELECTRONIC TRANSACTIONS

11.1 As per base Policy.

#### **12. AMENDMENT**

12.1 As per base Policy.

# 13. REGULATORY AND JUDICIAL INTERVENTION

13.1 As per base Policy.

## **14. FORCE MAJEURE**

14.1 As per base Policy.

# **15. COMMUNICATION AND NOTICES**

15.1.As per base Policy.

# 16. GOVERNING LAW AND JURISDICTION

16.1 As per base Policy.





## **GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS**

#### 1. DISPUTE REDRESSAL PROCESS UNDER THE RIDER

- 1.1. All consumer grievances and/or queries may be first addressed to Your agent or Our customer helpdesk as mentioned below:
  - a. Max Life Insurance Company Limited, Plot No. 90C, Sector 18, Gurugram, 122015, Haryana, India, Helpline No. 1860 120 5577, Email: <u>service.helpdesk@maxlifeinsurance.com</u>; or
  - b. To any office of Max Life Insurance Company Limited.
- 1.2. If Our response is not satisfactory or there is no response within 15 (Fifteen) days:
  - 1.2.1. the complainant may file a written complaint with full details of the complaint and the complainant's contact information to the following official for resolution:

Greivance Redressal Officer, Max Life Insurance Company Limited Plot No. 90C, Sector 18, Gurugram, 122015, Haryana, India Helpline No. – 1860 120 5577 or (0124) 4219090 Email: <u>manager.services@maxlifeinsurance.com</u>

1.2.2. the complainant may approach the Grievance Cell of the IRDAI on the following contact details:

IRDAI Grievance Call Centre (IGCC) Toll Free No:155255 or 1800 4254 732 Email ID: <u>complaints@irdai.gov.in</u>

- 1.2.3. the complainant can also register Your complaint online at http://www.igms.irdai.gov.in/
- 1.2.4. the complainant can also register Your complaint through fax/paper by submitting Your complaint to:

Consumer Affairs Department Insurance Regulatory and Development Authority of India Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500 032 Ph: (040) 20204000

- 1.3. If the complainant are not satisfied with the redressal or there is no response within a period of 1 (One) month, or within 1 year after rejection of complaint by Us, the complainant may approach Insurance Ombudsman at the address mentioned in Annexure A or on the IRDAI website <u>www.irdai.gov.in</u>, or on Council of Insurance Ombudsmen website at <u>www.cioins.co.in</u>, if the grievance pertains to:
  - 1.3.1. delay in settlement of a claim beyond the time specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act, 1999;
  - 1.3.2. any partial or total repudiation of a claim by Us;
  - 1.3.3. dispute over Premium paid or payable in terms of the Policy; or
  - 1.3.4. misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
  - 1.3.5. legal construction of the Policy in so far as such dispute relate to a claim;
  - 1.3.6. Policy servicing by Us, Our agents or intermediaries;
  - 1.3.7. issuance of insurance Policy, which is not in conformity with the Proposal Form submitted by You;
  - 1.3.8. non issuance of any insurance document after receipt of the Premium.
  - 1.3.9. Any other matter resulting from non-observance of or non-adherence to the provisions of any regulations made by the IRDAI with regard to protection of policyholders' interests or otherwise, or of any circulars, guidelines or instructions issued by the IRDAI or of the terms and conditions of the Policy contract, in so far as they relate to issues mentioned in this para 1.3 above.

As per Rule 14 of the Insurance Ombudsman Rules, 2017, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after receipt of Our rejection of the representation or after receipt of Our decision which is not to Your satisfaction or if We fail to furnish reply after expiry of a period of one month from the date of receipt of the written representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.

