

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

Max New York Life Insurance -ACCIDENTAL TOTAL AND PERMANENT DISABILITY RIDER
UNDER GROUP INSURANCE POLICY
UIN-104B015V01

1. THE CONTRACT

- 1.1 This Rider Contract (“**RIDER**”) forms part of and supplements the Group Insurance Policy referred to in the Schedule/ Endorsement hereto (the “**Base Policy**”) issued by Max New York Life Insurance Company Limited (the “**Company**”). The Proposal, premium deposits, declarations and other particulars (if any) received by the Company from the Policyholder and/ or Member/s,, form the basis of this RIDER.
- 1.2 This RIDER is 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.
- 1.3 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.

2. RIDER REVIEW PERIOD

Policyholder has a period of 15 days from the date of receipt of this Rider (Rider Review Period) to review the terms and conditions of this Rider and where Policyholder disagrees with any of the terms and conditions, the Policyholder has the option to return this Rider stating the reasons for the objections, upon which the Policyholder shall be entitled to refund of the premium paid without interest subject to the deduction of expenses incurred on the stamp duty by the Company. If however, any claim has been filed during the rider review period, this Rider will not be accepted for cancellation.

3. DEFINITIONS FOR ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT (TPD(A)):

- 3.1 "**Accident**" shall mean an event or contiguous series of events, which are violent, unforeseen, involuntary, external and visible in nature, which causes Bodily Injury.
- 3.2 "**Bodily Injury**" means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.
- 3.3 "**Total and Permanent Disability**" refers to a disability, which:
- is caused by Bodily Injury resulting from an Accident, and
 - occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
 - occurs within 180 days of the occurrence of such Accident but before the expiry of the cover, and
 - completely, continuously and permanently prevents the Life Insured from engaging in any work, occupation or profession to earn or obtain any wages, compensation or profit, such condition to persist for at least 6 months from the date of disability, and
 - the loss of both arms, or of both legs, or of one arm and one leg, or of both eyes, shall be considered total and permanent disability, without prejudice to other causes of total and permanent disability.

- 3.4 **“Loss of an arm or a leg”** shall mean physical severance of the arm at or above the wrist or physical severance of the leg at or above the ankle which:
- a is caused by Bodily Injury resulting from an Accident, and
 - b occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
 - c occurs within 180 days of the occurrence of such Accident but before the expiry of the cover.
- 3.5 **“Loss of an eye”** shall mean total and irrevocable loss of sight of an eye which:
- a is caused by Bodily Injury resulting from an Accident, and
 - b occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
 - c occurs within 180 days of the occurrence of such Accident but before the expiry of the cover.
- 3.6 **“Entry Date”** means the date on which cover under this RIDER on a Member’s life commences.

4. BENEFITS

- 4.1 While the Base Policy and the Rider are in force, if Total and Permanent Disability is caused to a Life Insured, the company shall pay the benefits specified in the Schedule/ Endorsement. ,
- 4.2 The benefit under this Rider is in addition to the benefits available under the Base Policy and shall be payable only once during the term of this RIDER irrespective of other Total and Permanent disability caused.

5. PERIOD OF COVERAGE

The RIDER shall run concurrently with the Base Policy, unless terminated in accordance with Section 9 (nine) below.

6. EXCLUSIONS

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

- 6.1 Intentional self-inflicted injury, attempted suicide, while sane or insane;
- 6.2 Life Insured being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner;
- 6.3 Failure to seek or follow medical advice;
- 6.4 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 or civil commotion, strikes;
- 6.5 Taking part in any naval, military or air force operation during peace time;
- 6.6 Participation by the Life Insured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
- 6.7 Participation by the Life Insured in a criminal or unlawful act;
- 6.8 Any injury or any disability incurred before the effective date of the cover;

- 6.9 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;
- 6.10 Nuclear Contamination; the radio active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;
- 6.11 As a result of any disease or infection;

7. CHANGE OF OCCUPATION ETC.

The Policyholder is required to inform the Company of any change in the occupation, profession, or hobbies of the Life Insured/s, occurring during the term of this RIDER, failing which the Company may decline the Benefits in case the **Total and Permanent Disability** by Accident 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.

8. RENEWAL

This RIDER may be renewed at Company's discretion at such premium rates and on such terms and conditions as may be determined by the Company at the time of such renewal.

9. TERMINATION

This RIDER shall terminate, individually at the Life Insured level and collectively at the Group level as the case may be :

- 9.1 if the Base Policy has expired or lapsed, or has been surrendered, cancelled or terminated for whatever reason; or
- 9.2 on the death of the Life Insured, for whatever cause; or
- 9.3 Rider benefits have been paid; or
- 9.4 on the anniversary of the Base Policy at which the Life Insured is of age 65 years last birthday or on termination of membership of the group whichever is earlier; or
- 9.5 upon the Policy Holder's written request for cancellation of the RIDER; or
- 9.6 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; or
- 9.7 upon non payment of the full premium on the due date(s).

10. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within thirty (30) days from the date of Accident of the Life Insured/s. 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 ninety (90) days from the date of claim.

11. ASSIGNMENT

The Benefits secured hereunder in respect of each Life Insured may be assigned:

- a. in favour of the Policy Holder with the consent of the Life Insured and the Company;
- b. in favour of a third party for securing a loan granted by such third party, with the consent of the Policy Holder, Life Insured and the Company.

This RIDER or the benefits under this RIDER cannot be assigned separately from benefits secured under the Base Policy. If the benefits under the Base Policy are assigned, this RIDER and the benefits under the RIDER shall also be assigned along with the Base Policy.