

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 DISMEMBERMENT RIDER
UNDER GROUP INSURANCE POLICY
UIN 104B016V01

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

- 4.1 “**Accidental Dismemberment**” shall mean the irrecoverable loss of one or more limbs or total irreversible loss of sight in one or both eyes caused solely due to an accident and independent of all other causes, within 180 days of happening of the accident.
- 4.2 “**Accident**” means an event or continuous series of events, which are violent, unforeseen, involuntary, external and visible in nature, which causes Bodily Injury.
- 4.3 “**Bodily Injury**” means injury evidenced by external signs such as contusion bruise and wound except in cases of drowning and internal injury.
- 4.4 “**Loss or Loss of use**” shall mean physical severance or total and irrevocable loss of use, which:
- a) results from bodily injury caused by an accident, and
 - b) results directly from the said Bodily Injury and independent of all other causes, and
 - c) occurs within 180 days of the accident.
- 4.5 “**Loss or Loss of use of a limb**” shall mean physical severance or total and irrevocable loss of use of an arm at or above the wrist, or of a leg at or above the ankle which:
- a) results from Bodily Injury caused by an Accident, and

- b) results directly from the said Bodily Injury and independently of all other causes, and
- c) occurs within 180 days of the Accident.

4.6 “**Entry Date**” means the date on which cover under this RIDER on a Member’s life commences.

5. BENEFITS

While the Base Policy and this RIDER are in force, if Accidental Dismemberment is caused to a Life Insured covered under this Rider, and confirmed by the company’s physician, the company shall pay a sum equal to 50% or 100% (as per the scale of benefits mentioned in the table below) of the Rider sum assured as specified in the schedule/Endorsement

Benefit Table

Accidental Dismemberment	Benefit payable as a percentage of the rider sum assured
Loss of any one limb (arm at or above wrist joint or leg at or above the ankle)	50%
Loss of sight in one eye	50%
Loss of more than one limb	100%
Loss of Sight in both eyes	100%
Loss of one limb and sight in one eye	100%

The benefits under this RIDER are in addition to the benefits available under the Base Policy. If a claim under this RIDER is paid for less than the full sum assured amount then the insurance cover will continue and future claims may be entertained up to the maximum amount of sum assured for the Life Insured under this RIDER . In case of more than one dismemberment event, the total of all benefit payments shall be subject to a maximum limit of 100% of the sum assured under this RIDER.

6. PERIOD OF COVERAGE

The RIDER shall run concurrently with the Base Policy, unless terminated in accordance with Section 10 below.

7. EXCLUSIONS

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

- 7.1 Intentional self-inflicted injury, suicide or attempted suicide, while sane or insane;
- 7.2 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;
- 7.3 Failure to seek or follow medical advice;
- 7.4 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;
- 7.5 Taking part in any naval, military or air force operation during peace time;
- 7.6 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;

- 7.7 Participation by the Life Insured in a criminal or unlawful act;
- 7.8 Any injury or any disability incurred before the effective date of the cover;
- 7.9 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;
- 7.10 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;
- 7.11 Dismemberment as a result of any accident, disease or infection existing prior to the entry date of the Life Insured;

8. 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, occurring during the term of this RIDER, failing which the Company may decline the Benefits in case the Accidental Dismemberment 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.

9. 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.

10. TERMINATION

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

- 10.1 if the Base Policy has expired or lapsed, or has been surrendered, cancelled or terminated for whatever reason; or
- 10.2 on the death of the Life Insured, for whatever cause; or
- 10.3 On exhaustion of 100% of Rider sum assured is ; or
- 10.4 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
- 10.5 upon the Policyholder's written request for cancellation of the RIDER; or
- 10.6 upon the Company sending a thirty (30) days notice of cancellation, in writing to the Policyholder. Upon cancellation by the Company, the Policyholder will be entitled to a refund, on a pro-rata basis, of any Premium(s) paid for the unexpired period of coverage; or
- 10.7 upon non payment of the full premium on the due date(s).

11. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within thirty (30) days from the date of Accidental Dismemberment 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 ninety (90) days from the date of claim.

12. ASSIGNMENT

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

- a. in favour of the Policyholder 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 Policyholder, 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.